

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 12/10/2020		2. ORDER NUMBER 47QFMA21F0007		3. CONTRACT NUMBER 47QTCK18D0009		4. ACT NUMBER A22066349	
<b>FOR GOVERNMENT USE ONLY</b>	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 285F	ORG CODE Q03FA000	B/A CODE AA20	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE AF151	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT	AI	LC	DISCOUNT	
7. TO: CONTRACTOR (Name, address and zip code) CACI GSA CACI, INC. - FEDERAL 14370 NEWBROOK DRIVE CHANTILLY, VA 201514206 United States 336-638-2976				8. TYPE OF ORDER B. DELIVERY		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. P00000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER 541008371		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION For-Profit Organization				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (Address, zip code, and telephone no.) GSA Region 03 Ryan Mathews 100 S Independence Mall West Philadelphia, PA 19106-0000 United States (215) 446 5793		12. REMITTANCE ADDRESS (MANDATORY) CACI, INC. - FEDERAL P O BO 418801 LOCKBOX 630967 BOSTON, MA 02241-0000 United States		13. SHIP TO (Consignee address, zip code and telephone no.) Michael R McAllister 524 Palacky Street Fort Detrick, MD 21702 United States (301) 619-7565			
14. PLACE OF INSPECTION AND ACCEPTANCE Michael R McAllister 524 Palacky Street Fort Detrick, MD 21702 United States		15. REQUISITION OFFICE (Name, symbol and telephone no.) Ruslan Gorbonos GSA Region 3 100 S Independence Mall West Philadelphia, PA 19106 0000 United States (215) 446-5820					
16. F.O.B. POINT Destination		17. GOVERNMENT B/L NO.		18. DELIVERY F.O.B. POINT ON OR BEFORE 12/31/2021		19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS	
20. SCHEDULE							
A. Task Order 47QFMA20K0041 is awarded under the ALLIANT 2 GWAC (#47QTCK18D0009) to CACI, Inc. – Federal (CACI) as a Hybrid - Firm Fixed Price (FFP) and Time and Materials (T&M) order, with cost reimbursable CLINs, to support the Medical Communications for Combat Casualty Care (MC4) Logistics and Engineering II requirement.							
B. The Period of Performance includes a Base Year of 01/01/2021 through 12/31/2021 with two (2) one-year options. This task order incorporates the Performance Work Statement (Section C) dated 09/24/2020 and accepts the contractor's proposal dated on 10/18/2020.							
C. The total potential value for the entire period of performance, including optional CLINs is \$96,289,544.82 (composed of \$33,458,995.22 in the Base Year, (b) (4) in Option Year 1; (b) (4) in Option Year 2).							
D. In accordance with FAR 52 232 22 Limitation of Funds, Incremental funding is hereby provided in the amount of (b) (4) and is applied as follows: (b) (4)							



**Contract No.: 47QTCK18D0009**  
**Task Order No.: 47QFMA21F0007**  
**GSA ASSIST Order ID No.: ID03200035**  
**Solicitation PIID ID No.: 47QFMA20K0041**

**Department of the Army**  
**Office of The Program Executive Officer**  
**Enterprise Information Systems (PEO EIS)**  
**Medical Communications for Combat Casualty Care (MC4)**  
**Logistics and Engineering Support II**



**Task Order Issued to:**  
CACI, INC. - FEDERAL  
14370 Newbrook Drive  
Chantilly, VA 201514206

**Issued by:**  
U.S. General Services Administration,  
Federal Acquisition Services, Mid-Atlantic Region,  
Assisted Acquisition Services,  
100 South Independence Mall West  
Philadelphia, PA 19106

This Task Order (TO) is identified by task order number and contract number listed in blocks 2 and 3 of the Form 300.

**Post Award Table of Revisions**

<b>Rev No.</b>	<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>TO Mod No.</b>
00			Task Order Award	N/A
01	1/13/21	WH	Incorporate 2 DFARS clauses in Section I.2, and Removed Sections K, L and M.	01

## SECTION B – SERVICES AND PRICES/COSTS

NOTE: Section B of the Contractor's Basic Alliant II Contract is applicable to this Task Order (TO) and is hereby incorporated by reference. In addition, the following applies:

### B.1 GENERAL DESCRIPTION

The work shall be performed in accordance with all Sections of this ALLIANT 2 TO and the Contractor's Alliant 2 Basic Contract, under which the resulting TO will be placed.

### B.2 CLIN ABBREVIATIONS

The following abbreviations are used in Section B and the supporting Price Template:

- NTE: Not To Exceed
- FFP: Firm Fixed Price
- T&M: Time and Materials
- CLIN: Contract Line Item Number
- ODC: Other Direct Costs
- M: Mandatory
- O: Optional

### B.3 CLIN STRUCTURE AND CONTRACT TYPE

The below table identifies all of the CLINs in support of the MC4's Logistics and Engineering Support II Task Order and the contract Type for Each CLIN.

CLIN #	Mandatory or Optional	Task/Subtask Description	Contract Type		
			Base Year	Option Year 1	Option Year 2
0001	M	Transition-In	FFP		
X0002	M	Task Order Management	FFP	T&M	T&M
X0002AA	M	ODCs (Tools and Material) purchases in support of CLIN X0002	COST	COST	COST
X0002AB	M	Travel in support of CLIN X0002	COST	COST	COST
X0003	M	MC4 PMO Support		T&M	T&M
00003A	M	MC4 Business/Acquisition Support	FFP		
X0003B	M	Administrative and Facility Support	T&M		
X0003C	M	Strategic Planning & Communications	T&M	T&M	T&M
X0003AA	M	ODCs (Tools and Material) purchases in support of CLIN X0003	COST	COST	COST

X0003AB	M	Travel in support of CLIN X0003	COST	COST	COST
X0004	M	System Training & Fielding Support		T&M	T&M
X0004A	M	System Training & Fielding for 3,000 System "Credits"	FFP		
X0004B	O in Base Year O in Base Year Part of CLIN X0004 in OY1 and OY2	System Training & Fielding for Additional System "Credits"	T&M		
X0004C	M	Automated Decision Support Tools	FFP		
X0004AA	M	ODCs (Tools and Material) purchases in support of CLIN X0004	COST	COST	COST
X0004AB	M	Travel in support of CLIN X0004	COST	COST	COST
X0005	M	Production Engineering, Test, Cybersecurity, and IT System Compliance Support		T&M	T&M
X0005A	M	Production/Systems Engineering	FFP		
X0005B	O in Base Year Part of CLIN X0005 in OY1 and OY2	Production/Systems Engineering	T&M		
X0005C	M	Configuration Management Support	T&M		
X0005D	M	Cybersecurity, IT Technical Support and Security Compliance Support	FFP		
X0005E	O in Base Year Part of CLIN X0005 in OY1 and OY2	Cybersecurity, IT Technical Support and Security Compliance Support	T&M		

X0005AA	M	ODCs (Tools and Material) purchases in support of CLIN X0005	COST	COST	COST
X0005AB	M	Travel in support of CLIN X0005	COST	COST	COST
X0006	O	Optional Task for PMO Support, System Training and Fielding, Production Engineering, and Testing Support	T&M	T&M	T&M
X0006AA	O	ODCs (Tools and Material) purchases in support of CLIN X0006	COST	COST	COST
X0006AB	O	Travel in support of CLIN X0006	COST	COST	COST
X0007	M	Post Deployment System Support, Help Desk, and FSR Support for S. Korea and Rotational Deployment Pool			
X0007A	M	Post Deployment System (PDS) Support	T&M	T&M	T&M
X0007B	M	Help Desk Support	T&M		
X0007AA	M	ODCs (Tools and Material) purchases in support of CLIN X0007	COST	COST	COST
X0007AB	M	Travel in support of CLIN X0007	COST	COST	COST
X0007AC	M	Logistical Support ODCs and Hazardous Duty/Imminent Danger Pay differential	COST	COST	COST
X0008	M	On-site Contingency Operations Support (Iraq, Kuwait, Afghanistan, and Europe)	T&M	T&M	T&M
X0008AA	M	ODCs (Tools and Material) purchases in support of CLIN X0008	COST	COST	COST
X0008AB	M	Travel in support of CLIN X0008	COST	COST	COST
X0008AC	M	Logistical Support ODCs and Hazardous Duty/Imminent Danger Pay differential	COST	COST	COST



	<b>DANGER PAY DIFFERENTIAL</b>			
	<b>ALLIANT 2 CONTRACT ACCESS FEE (CAF)</b> (Note: Apply (b) (4) [REDACTED])			
	<b>GRAND TOTAL</b>			

### **B.3.2 PAYMENT OF ALLIANT II CONTRACT ACCESS FEE (CAF)**

GSA operating costs associated with the management and administration of the basic Alliant II Contract are recovered through a CAF assessed on each task order in accordance with the Alliant II Contract Section B.14. Each task order issued under the Alliant II contract shall have a separate Contract Line Item Number (CLIN) to cover this CAF shall be included in the Task Order and obligated at task order award.

For GSA assisted acquisitions, the CAF fee is (b) (4) [REDACTED]

### **B.3.3 EXERCISE OF OPTIONAL CLINs**

The Government reserves the unilateral right to exercise the optional tasks defined in PWS Sections C.2.6, C.2.9 and C.2.11. The optional tasks will be invoked through award of a task order modification issued by the GSA Contracting Officer. Options may be invoked, in whole or in part, at the discretion of the Government. The Contractor will be provided 30-days from time of option exercise to staff CONUS positions and 60-days from time of option exercise to staff OCONUS positions.

At the time of exercising an option, the Government will further definitize requirements, where necessary to:

- a. Provide technical direction necessary to clearly delineate the extent of support and nature of work to be performed, deliverables and required timeframes.
- b. Identify places of performance requirements (if any).
- c. Define the business hours in which support is required and specify requirements, if any, for supporting extended work weeks, recall during non-business hours, or 24-hour coverage.
- d. Identify required performance standards.

### **B.3.4 INDIRECT AND MATERIAL HANDLING RATE**

Travel, Tools, and ODC costs incurred may be burdened with the Contractor's indirect/material handling rate consistent with the Contractor's price proposal for this task order. Any indirect or material handling rates proposed and invoiced shall be consistent with the Contractor's most recent Defense Contract Audit Agency (DCAA) rate approval or provisional rate letter. Offerors are advised that they will not be permitted to apply a burden rate of any kind to travel, tools, or ODC costs after award except to the extent that application of such burden is consistent with their proposal.

### **B.3.5 DIRECT LABOR RATES**

Labor categories proposed shall be mapped to existing Alliant II labor categories.

## **B.4 INCREMENTAL FUNDING**

### **B.4.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**



Funding for CLINs \_\_\_\_ through \_\_\_\_, inclusive of associated base and fixed fee under the Base Period is currently allotted and available for payment by the Government in the amount of \$\_\_\_\_\_.

Funding for CLINs \_\_\_\_ through \_\_\_\_, inclusive of associated base and fixed fee under Option Period \_\_\_\_ is currently allotted and available for payment by the Government in the amount of \$\_0.00\_.

Additional incremental funding for CLINs \_\_\_\_ through \_\_\_\_ will be allotted and available for payment by the Government as the funds become available.

The total incremental funding currently allotted and available for payment by the Government for the Base Period is \$\_\_\_\_\_.

The task order will be modified to add funds incrementally up to the maximum of \$\_\_\_\_\_ over the period of performance of this TO (if all Optional CLINs and Option Periods are exercised).

These allotments constitute the estimated cost for the purpose of DFARS 252.232-7007 "Limitation of the Government's Obligation" and FAR Clause 52.232-22, Limitation of Funds, which applies to this task order on a CLIN-by-CLIN basis. In addition to the requirements of the "Limitation of Funds" clause, the Contractor shall notify the GSA Contracting Officer in writing if, at any time, the Contractor has reason to believe that the total cost to the Government for the complete performance of this TO or for any individual CLIN hereunder will be greater or substantially less than the then total estimated cost of the TO or for any individual CLIN hereunder. Such notification shall give a revised estimate of the total cost for the performance of this TO or any CLIN hereunder.

(END OF SECTION B)

## **SECTION C – PERFORMANCE WORK STATEMENT (PWS)**

### **C.1.0 PROGRAM BACKGROUND**

The Program Executive Officer (PEO) Enterprise Information Systems (EIS) provides infrastructure and information management systems enabling the U.S. Army to achieve victory through total information dominance. PEO EIS develops, acquires, and deploys tactical and non-tactical information technology systems and communications. The Product Management Office (PMO) Medical Communications for Combat Casualty Care (MC4) is the Army's single Information Management/Information Technology system for automation and digitization efforts for deployable medical forces. The MC4 program provides fully integrated medical products and information/communications solutions that effectively and seamlessly link, vertically and horizontally, all echelons of deployable medical care. MC4 systems provide visibility of deployed medical forces and casualties, as well as, an accurate and timely means for documenting healthcare from the point of care to a centralized database – making the information available worldwide. MC4 PMO is also chartered to incorporate new medical capabilities under its designation as the Office of Primary Responsibility (OPR) for Army Operational Health Information Technology/Systems (AOHIT/S). This Task Order will support acquisition life cycle functions associated with MC4's OPR role for AOHIT/S.

MC4 is a (semi-) ruggedized system-of-systems containing medical software packages fielded to operational medical forces worldwide. This system of systems currently includes government furnished-Joint, Army-unique and commercial software installed on commercially available IT platforms packaged into seven distinct line items (LIN's). MC4 PMO receives the primary component of the current system of systems, referred to as Theater Medical Information Program-Joint (TMIP-J), from the Department of Defense (DoD) Healthcare Management System Modernization (DHMSM) PMO via the Joint Operational Medicine Information Systems (JOMIS) PMO. TMIP-J applications include software for Electronic Medical Record (EMR) documentation, patient tracking, and medical battlefield surveillance. EMR modernization for fixed facilities with MHS GENESIS is managed by the DHMSM PMO and JOMIS will lead the operational deployment once it receives the system from DHMSM.

Although MC4 does not currently develop TMIP-J software updates/modifications, it may have more involvement with that product under this Task Order. MC4 does currently provide software to interface with the EMR component (via the Health Assessment Light Operations (HALO) application) to transfer critical medical data from the foxhole for use by medical treatment facilities around the world. With more than two decades of experience managing the Army's deployable medical recording system, MC4 remains the most widely-used, comprehensive information management medical system on the battlefield. Additional MC4 mission and background information is available at <http://www.mc4.army.mil>.

The MC4 system must interface with current and future medical information systems and databases, communications systems, administrative procedures, medical diagnostic and monitoring systems, patient treatment systems, and evacuation platforms, spanning the operational continuum. Until a sufficient military force structure exists to support MC4 systems in a contingency (war time) environment, PMO MC4 support strategy is to employ a limited number of contractor Field Service Representatives (FSRs) on an interim basis to support Army tactical unit staff in use of the MC4 system. The end-state goal for the PMO (and support contractors) is to fully enable Army tactical units to install and operate sustain the system themselves, from both a technical (system) and functional (training) perspective.

### **C.1.1 OBJECTIVES**

The overarching objectives of this Task Order are to:

- Manage workload in a manner that effectively addresses changing mission requirements based on government priorities;
- Drive performance efficiencies and cost savings over the life of the Task Order to reduce total cost of ownership for MC4 systems;
- Incorporate software and hardware innovations into the MC4 product lifecycle;
- Ensure protections are in place for protected health information (PHI) and personally identifiable information (PII) contained in the MC4 system; and
- Incorporate industry best practices with MC4 functional expertise to implement a best-of-breed approach and develop optimal solutions to meet current and future challenges.

### **C.1.2 OVERVIEW OF SCOPE**

MC4 is a formally chartered acquisition program with specific cost, schedule, and technical objectives. Contractor services are required to perform selected aspects of the MC4 mission. These services include: development of enabling software and technologies; test and evaluation; production engineering; equipment fielding and training; help desk and post deployment system (PDS) support; and on-site FSR support. Performance under this Task Order is required throughout the continental United States (CONUS) and foreign countries, as well as, contingency (combat) areas, which are defined by the US State Department as hazardous duty areas. Currently, “contingency operations” is defined as any operation in a country supported by Overseas Contingency Operations (OCO) funding. Current and past contingency operations include, but are not limited to: Operation Enduring Freedom (OEF), Operation Iraqi Freedom (OIF), Operation Spartan Shield (OSS), European Intervention Initiative (EI2) and Atlantic Resolve. MC4 currently has field offices in the following countries: Germany, South Korea, Kuwait, Iraq and Afghanistan with support to other countries such as Japan, Poland, Baltic States, Romania, Bulgaria, Italy, Egypt, Qatar, United Arab Emirates (U.A.E.), Saudi Arabia, Jordan, and Djibouti.

The MC4 mission expands or contracts in accordance with Army priorities to support contingency and non-contingency OCONUS operations and system fielding requirements in alignment with the Army Campaign Plan (ACP) and the Army Resourcing Priority List. Changes in contingency operations, as well as other factors impacting CONUS and OCONUS support may dramatically impact (increase or decrease) the level of contract support required under this task order. Consequently, the listing of locations included with this PWS may expand or contract during the period of performance of this Task Order. It is impossible to fully predict in advance where contingency operations may occur and what level of contractor support may be required.

MC4’s core mission is to support Army tactical unit requirements. However, the MC4 PMO may provide equipment and technical support to other U.S. Services (Navy, Marines and Air Force) based on Government’s needs.

The current Logistics and Engineering Task Order ends on 31 December 2020. The current Task Order will have a transition period of 60 days to allow the winning contractor to achieve full performance.

### **C.2.0 PERFORMANCE WORK STATEMENT (PWS) TASKS**

The contractor shall provide qualified personnel to perform the technical, management, administrative, and logistical services to fulfill mission requirements as defined in this PWS. Mandatory mission tasks

are resourced and performed in support of fulfilling approved MC4 acquisition mission requirements. Optional tasks are included to enable MC4 to address emerging mission requirements, which if approved and resourced, will be awarded.

### **C.2.1 TRANSITION-IN**

The Contractor shall provide a Transition-In Plan not later than (NLT) 5 business days following the Kick-off Meeting. The Government anticipates awarding the Task Order in December 2020 with a start date of 1 JAN 2021. The Task Order phase-in and ramp-up period is expected to begin from date of award with full performance in 60 days or less after award.

The contractor shall perform the following activities during the transition-in period:

- Participate in a Task Order Kick-off Meeting as scheduled following award
- Provide a transition-in plan of action and milestone (POA&M) schedule to the Government
- Establish procedures with the predecessor to ensure transition of operations, maintenance, and logistics functions without any degradation of service
- Perform joint inventories and inspections of all furnished facilities and property with the government and outgoing contractor
- Perform joint identification and inventory of all contractor maintained equipment, software, and stock relevant to the performance of the contract
- Develop and validate a comprehensive baseline for the supported equipment list with the Government and outgoing contractor
- Coordinate with the Government to validate or establish maintenance priorities for supported equipment
- Establish procedures with the outgoing contractor to transition operations, maintenance, and logistics functions while maintaining service. This includes defining processes for turn-over of system administration, accounts, privileges, and accesses.

### **C.2.2 TASK ORDER MANAGEMENT**

This task includes task order management for the overall Task Order (all tasks). The contractor shall provide a project manager (PM) who understands the complexities associated with IT development and production engineering, IA compliance, and fielding and training of systems to Army units.

#### **C.2.2.1 Order Management**

The Contractor PM shall serve as the Government's single focal point to provide management, direction, administration, quality assurance, and leadership in the execution of this task order. The assigned program manager will be required to meet frequently with key government personnel at the MC4 PMO on Ft. Detrick MD; at times on short notice. If needed, the contractor PM will also be required to travel to locations supported under this Task Order. The contractor PM shall be responsible for disseminating guidance from the government to all subordinate contractor staff located worldwide and will have an office in the MC4 building at Ft. Detrick. The PM shall be responsible for all aspects of the contractor's cost, schedule and technical performance and is a key personnel position.

The Contractor's PM shall attend periodic status meetings with MC4 and other government personnel such as representatives of General Services Administration (GSA) Federal Acquisition Service, Mid-Atlantic Region located in Philadelphia, PA. The purpose of such meetings is to ensure stakeholders are informed of program status and activities. The meetings provide an opportunity to set priorities, identify opportunities or concerns, and to coordinate resolution of identified problems.

The contractor shall identify Technical Leads to support the fulfillment of Task Order requirements in their respective areas. At a minimum, Technical leads shall be identified for Project Manager, Engineering, Support Operations Manager (Training/Dev/Fielding/CONUS and OCONUS), Deputy Support Operations Manager, Development, Cyber and Clinical Integration. Contractor leads shall be capable of supporting complex analyses across a broad spectrum of acquisition topics affecting the MC4 program.

The contractor's leadership team shall develop and implement a Quality Assurance/Quality Control (QA/QC) plan to ensure personnel:

1. Maintain compliance with MC4/government IA/IT (Cybersecurity) policies and regulations,
2. Deliver timely work products of acceptable quality, and
3. Exhibit a genuine concern for safeguarding MC4 equipment and financial resources.

The Project Manager will provide oversight of task execution and provide periodic updates to the Government to ensure the QA/QC plan is being followed and timely take corrective action as required.

#### **C.2.2.2 Kick-Off Meeting**

The Contractor shall participate in a Kick-Off Meeting at a place and time approved by the Government. The meeting will provide an introduction between the contractor personnel and government personnel who will be involved with the task order. The meeting will provide the opportunity to initiate transition-in activities and to discuss management, technical, security, and administrative issues, travel authorization, reporting, and invoicing procedures. Attendees shall include key contractor personnel, key MC4 Government personnel, and representatives from the GSA Federal Acquisition Service, Mid-Atlantic Region.

#### **C.2.3.3 Program Management Plan (PMP)**

The Contractor shall document support requirements in a PMP. The initial draft PMP shall be submitted NLT 15 calendar days prior to the end of the transition period. The PMP shall describe the contractor's management approach, operating procedures, support priorities, service levels, and estimated staffing. The PMP shall include an overall Work Breakdown Structure (WBS) and associated responsibilities and partnerships between Government organizations. The PMP shall show milestones and tasks for short term and long term projects. The PMP shall include the contractor's Quality Control Plan (QCP) and Risk Management Plan (RMP).

The PMP shall, as a minimum, address:

- Process Management and Control (i.e. monitoring mechanisms, program metrics),
- Personnel Management to include coverage and organizational structure,
- Financial Management to include cost containment and cost forecasting,
- Operational Effectiveness to include system administration, account management, implementation of new hardware and software, and technical refresh procedures.

The Government will make comments on the initial draft PMP and final PMP shall incorporate Government comments. The Contractor shall keep the PMP up-to-date and make it accessible electronically to the Government.

#### **C.2.2.4 Monthly Status Report (MSR)**

The Contractor shall submit a Monthly Status Report (MSR) by the 15th of each month via electronic mail to the MC4 COR, GSA Project Manager, and the GSA Contracting Officer. Information in the MSR shall be segregated in accordance with a Government approved format. The MSR shall be uploaded alongside each invoice in GSA's procurement system, ASSYST. The MSR shall include the following:

- Activities during reporting period, by task (including on-going activities, new activities, activities completed, and progress to date on all above mentioned activities). Each section shall contain a brief description of the task,
- Estimated and accrued cost by project and appropriation type with monthly cumulative and totals incurred to date,
- Problems and corrective actions taken; include issues or concerns and proposed resolutions,
- Personnel gains, losses, and status (security clearance, Technical Expert Status Accreditation, etc.),
- Government actions required,
- Schedule showing major tasks, milestones, and deliverables with planned and actual start and completion dates for each,
- Summary of ad-hoc reports and services provided,
- Summary of all travel by contractor personnel during the previous month,
- The summary shall include, at a minimum, a description of the travel conducted, including a statement as to purpose, the number of persons in the party, traveler name(s), destination(s), duration of stay, and estimated cost,
- A brief trip report including a summary of meetings attended, major outcomes or issues discussed, and any action or attention recommended to the PMO government staff,
- A projection of all travel requirements for the upcoming month including a description of the travel planned, including a statement as to purpose, the number of persons in the party, traveler name(s), destination(s), duration of stay, and estimated cost,
- Accumulated invoiced cost for each CLIN up to the previous month,
- Projected cost of each CLIN for the current month and forecasts through the end of the current performance period,
- Comparison data / monthly performance reports.
- Self-reporting of Acceptable Quality Level (AQL) for each task/subtask shown in the Performance Requirements Summary Table at Section E.7.4. Reporting shall include: PWS Task, Task Order AQL requirement, Self-Reporting score for the specific Month, reason for not meeting the AQL (if applicable).

#### **C.2.3 MC4 PROGRAM MANAGEMENT OFFICE SUPPORT**

The MC4 Program Management Office requires Program Management, Administrative, and Strategic Planning & Communications support located on-site at the Government facility at Fort Detrick, MD. Office space and computers will be provided by the Government. Non-disclosure agreements will be required for all contractors supporting this subtask.

##### **C.2.3.1 MC4 Business/Acquisition Support**

The contractor shall provide support to: prepare acquisition documentation, prepare and assess program schedules, and plan and execute business, logistics and engineering processes as required by the Government. Contractor shall develop work plans for each major deliverable and provide "working" draft deliverable documentation for Government review. Government will review and approve documentation or provide instructive comments to enable finalization. Working draft reviews focus

mainly on document content to expedite deliverable preparation and reduce cost. The contractor shall prepare and maintain:

- a. Acquisition documentation IAW DoD Acquisition Directives/Instructions and/or PEO EIS policy, including but not limited to: Acquisition Strategy, Acquisition Program Baseline, Test and Evaluation Master Plan, Systems Engineering Plan, milestone review documentation, Life Cycle Sustainment Plan, Cost Analysis Requirements Description, and Technology Transition Agreements.
- b. The Program's Integrated Master Schedule (IMS), and develop other schedules as required. Contractor will perform analyses relating to issues that potentially impacting the Program Schedule.
- c. Inputs to logistics and business enterprise systems to ensure proper planning and execution of the program to meet funds execution goals and to feed the Army processes to optimize allocation of resources, including mission equipment.
- d. Documentation for business, engineering and logistics information as required by the Government for Better Buying Power submissions, Lean Six Sigma Studies, and Site Assessment Visits.

#### **C.2.3.2 Administrative and Facility Support**

The contractor shall provide administrative support to ensure day to day operation of the PMO is maintained without unnecessary interruption. Key support tasks include, but are not limited to:

- a. Planning, scheduling and maintaining records of training for MC4 civilian, military and contract personnel,
- b. Drafting and dissemination of PMO internal and external correspondence and other program documentation,
- c. Scheduling meetings,
- d. Administration of the task management systems,
- e. Conducting daily building security check IAW MC4 security policy memo,
- f. Maintenance of building (personnel) rosters, monitoring building access to include: receiving call for entry, escorting personnel to badging area, issuing personnel visitors badge, ensuring personnel are handed over to proper MC4 personnel, and retrieval of visitors badge,
- g. Preparation of meeting minutes as requested,
- h. Preparation of award nominations for the MC4 Program and its personnel to include researching, writing, editing, and vetting through senior management.

#### **C.2.3.3 Strategic Planning & Communications**

The contractor shall support MC4 Strategic Communications, marketing programs, events, and conferences to promote information and understanding relative to the MC4 mission. Key support tasks include, but are not limited to the following:

- a. Strategic Communication Planning
  - Develop and recommend marketing/communications strategies while increasing publicity and promotion tactics showcasing the MC4 program,,
  - In conjunction with MC4 senior management, develop and maintain an integrated MC4 strategic communications plan to support MC4's goals and objectives,
  - Perform annual and ad hoc updates to the MC4 strategic plan,

- Provide monthly metrics showing number of submissions to social media, the MC4 external website and other communications, and how those submissions meet the goals of the strategic communication plan,
- Provide content to MC4 Social Media accounts (Twitter, Flickr and YouTube) as well as the MC4 external website that meets the goals of the Strategic Communication Plan,
- Provide content to the MC4 internal SharePoint site to support the MC4 communications goals,
- Prepare of abstracts and other program materials (e.g., event-related graphic design, photography, or video support),
- Identify speaking opportunities for MC4 PMO senior management, and attend conferences when requested,
- Prepare and analyze customer surveys, including designing, coding, distributing and reporting survey results,
- Prepare required program materials for stakeholder outreach and assist with demonstrating MC4 systems to end users at conferences, trade shows, etc. as directed by the MC4 PMO.

#### **C.2.4 TRAINING AND FIELDING SUPPORT FOR MC4 SYSTEM**

Training and fielding support requirements vary depending upon the number and complexity of software updates and upgrades, the quantity of hardware items planned for fielding, and the location and availability of receiving Army units. MC4 has a well-established infrastructure for logistics, training and fielding support which will be in place at Task Order award. Regional support offices paid for by the Government will be in place, however, contractor will need to negotiate new lease agreements for contractor apartments and vehicles.

Currently, contractor fielding and training teams are primarily based from Government-leased regional facilities located at Joint Base Lewis-McChord (JBLM), Fort Bragg, Fort Hood and Joint Base San Antonio (JBSA) with satellite offices in South Korea and Germany. Contractors may propose alternative locations that reduce costs to the Government with no degradation in service to users. The MC4 Fort Detrick PMO building currently has space available for up to 40 contractors at no cost to the contractor.

MC4 trains and fields software provided by the by the JOMIS PMO, as well as, applications developed internally based on Army-unique requirements. The contractor shall develop training materials for new applications or modify/update training materials for existing applications under this task order. Contractor shall maximize use of computer based training (CBT) products consistent with Army training standards.

MC4 purchases IT components, which are shipped to Tobyhanna Army Depot, assembled into a Line Item (LIN), and shipped by Defense Logistics Agency or by other approved vendors. The contractor shall provide the requisite fielding support at the MC4 PMO to ensure timely issuance of Materiel Request Orders and dedicated on-site support at Tobyhanna Army Depot to document receipt and storage of components, perform LIN assemblage, install SW, and prepare shipping instructions as directed by the Government. The contractor fielding team shall manage shipping location and fielding approach for each Army unit receiving training and/or equipment.

This task supports training and fielding activities associated with previously fielded MC4 system software and hardware configurations, as well as, new configurations. It also includes SharePoint and Web-



enabled tools to automate collection and synthesis of decision making information to enable agile management of MC4 fielding and training assets.

#### **C.2.4.1 System Training and Fielding**

MC4 is required to field line items in accordance with a basis of issue plan (BOIP), which clearly defines type of equipment and quantity by unit. MC4 is responsible for fielding and training a population of approximately 2,800 individual Army units as they deploy or shortly after they have deployed. The number of units deploying annually is approximately 350-400 depending on priorities as determined by Army Resourcing Priority List (ARPL). To achieve this objective, the contractor will need a highly trained, flexible workforce. The government will provide priorities for fielding and training support, as well as the annual fielding objective.

Army units that fall in on existing equipment (Theater-Provided Equipment or TPE) do not receive new equipment, but will receive training prior to deployment, schedule allowing, or limited over the shoulder training during deployment. Starting in FY20, Army intends to cross level fielded MC4 LINs to newly deploying units, which will be executable through FY22 for most LINs except the mobile handheld device. During this Task Order, MC4 will continue fielding a replacement handheld device, based upon Army priorities, at a rate of up to 1,000/year. The other major components (laptops and servers) will reach end of useful life beginning in FY22 and will be replaced (fielded) during the duration of this Task Order for a total quantity of 3,000-4,000 laptops and 15-25 rack mounted servers. Units that have not received TMIP-J I2/R3 New Equipment Training (NET) will be trained under this Task Order. Refresher training will be available at regional locations for unit personnel subject to availability of Government resources. The number of Army units trained in-person will decline significantly as use of Computer Based Training (CBT) products is expanded under this Task Order.

The HALO application, recently developed by MC4 for Role 1 of Care, will undergo updating under this Task Order to enable use in Role 2 facilities. One of HALO's key benefits is its ease of use, which significantly reduces training time. The contractor shall provide full software Life Cycle support for HALO to include training materials and field training. HALO will reduce the support requirement for TMIP-J at Role 1 of Care and eventually Role 2 of Care. This will result in a reduction in personnel currently required to support MC4 systems in contingency locations as mentioned in section 1.2 "Overview of Scope."

Additionally, new fit for purpose applications may be integrated into the MC4 SW baseline under this Task Order. New products will require training materials, and these products will need to be fielded and trained under this Task Order. These new products may come from the JOMIS PMO, other Military Services, Medical Research and Development Command (MRDC), or from industry. Examples of new products for possible integration include: transport telehealth, Battlefield Assisted Trauma Distributed Observation Kit (BATDOK), or other middleware to integrate with Theater Medical Data Store (TMDS) and TMIP-J.

Imaging of systems, packaging and shipping of Line Item Numbers (LINs) shall be supported by the support contractor from the Tobyhanna Army Depot in Pennsylvania. Tobyhanna facility costs are paid directly by MC4. MC4 also funds another government organization for maintenance support of MC4 equipment. Each hardware component includes a multiyear manufacturer's warranty. Contractor FSR's shall assist users in obtaining warranty service from the manufacturer if applicable.

Historically, travel for training and fielding of Army units has been a significant cost driver. The contractor shall actively manage travel costs and incorporate lessons learned to develop innovative approaches to maximize the number of units fielded and trained based on Army priorities. Travel requests shall be approved by the MC4 COR at least 30 days prior to the trip; 45 days for OCONUS travel. A contractor travel and shipping coordinator shall be located at the MC4 facility at Ft. Detrick, MD. to help ensure seamless contractor travel to meet mission requirements.

The contractor shall conduct all training and fielding activities in accordance with MC4 policy and direction. The contractor shall deliver the services outlined below in subparagraphs A-J to support 3,000 system fielding credits annually based upon government direction. A fielding credit equates to fielding a new system, new equipment training and fielding events, and re-imaging or –configuring systems already fielded such as TPE. A contractor team lead is to be formally identified for each training mission. Training and fielding support shall include the following:

- a. The contractor shall assess the impact of changes in system software and hardware functionality affecting users and system administrators,
- b. The contractor shall prepare near (120 day) and longer term (18 month) plans for conducting fielding and training with focus on NET during exercises,
- c. The contractor shall prepare implementation plans and procedures, as well as, associated analysis and correspondence (e.g., briefings, operation orders, ALARACTs),
- d. The contractor shall develop reference and training products, including distributed learning products, to address new software and equipment. Example NET products include: Training Support Packages, Student Manuals, Support Media, Training Image, and Quick Reference Guides. Distributed learning products shall be posted on the Army Medical Department Center and School (AMEDDC&S) Enterprise Lifelong Learning Center (ELLC) Army Learning and Content Management Capability (ALCMC) and must include:
  - Instructional Media Design Package (IMDP)
  - Program of Instruction (POI)
  - Course Administrative Data (CAD)
  - Training Development Capability (TDC) database entry, if applicable
  - Training proponent testing and approval
  - Army Training Requirements and Resources System (ATRRS) course number assignment where applicable
- e. The contractor shall conduct training of selected MC4 personnel, other contractor staff, and instructors from proponent schools,
- f. The contractor shall prepare assembled LINs for shipment to Army units based on government direction,
- g. The contractor shall create and maintain a periodic inventory report (minimum of every 30 days) at the component level,
- h. The contractor shall coordinate contractor travel, shipping and fielding arrangements to deliver training and mission equipment as directed by the government,
- i. The contractor shall conduct training based on the approved government training plan,
- j. The contractor shall monitor and report the effectiveness of training using a web-enabled database such as SharePoint that shall include information about course schedules, student materials, instructors, student population and Army unit points of contact. This training information shall also be included in an appendix to the monthly progress reports to the COR and in summary reports for each period of performance and fiscal year end.

#### **C.2.4.2 System Training and Fielding**

Contractor shall deliver the services outlined in Task 2.4.1 to support an additional 1,000 system fielding credits as defined in section 2.4.1. A credit equates to fielding a new system, new equipment training events for users and administrators, and updating hardware and or software on fielded systems.

#### **C.2.4.3 Automated Decision Support Tools**

The PMO requires a suite of automated databases and tools to achieve MC4 mission objectives by optimizing use of mission data to rapidly adjust to changes in unit deployments and equipping requirements. The PMO relies on and generates a variety of paper and electronic documentation to execute its mission. Existing automated Knowledge Management (KM) and decision support tools will be maintained and new ones created to include, but not limited to:

- Automated distribution of SW patches,
- Inventory management,
- Help Desk metrics,
- Customer training surveys,
- Medical IT technology surveys,
- Dissemination of Computer Based Training information.

Selected MC4 informational products are posted to the MC4 Website, and PEO EIS and MC4 SharePoint sites. In all cases, every reasonable precaution must be taken to ensure sensitive information (e.g., PII, PHI and FOUO) is adequately protected from unauthorized release. The COR will provide guidance and establish priorities for this support.

The contractor shall provide SharePoint database and MC4 website support services based upon government direction, to include, but within the scope of the following:

- a. The contractor shall design, build, test, implement, manage, train, document, and maintain automated tools to support all program activities,
- b. The contractor shall have working knowledge of MS SharePoint, Help Desk SW, MS SQL Server, Oracle, and MS Project,
- c. The contractor shall maintain the existing MC4 website in accordance with Army standards and regulations. The government will approve all updates to content,
- d. The contractor shall actively manage content on the PMO and PEO EIS SharePoint sites, as well as, other systems that report or display program data externally IAW MC4 and PEO EIS policies,
- e. The contractor shall maintain current and develop new SOPs as appropriate for databases and other systems as directed by the government.

The contractor shall provide KM support services to include:

- a. Preparation of data collection and documentation templates to ensure automated products capture required information,
- b. Timely conduct of QA/QC reviews of documentation (including protection of sensitive information) IAW PEO EIS and MC4 policies,
- c. Cataloging of documents,
- d. Management of the MC4 KM resources to maximize knowledge availability to facilitate fully informed decision making across the stakeholder community.

### **C.2.5 PRODUCTION ENGINEERING AND TESTING**

MC4 requires a production engineering contractor that is knowledgeable of the MC4 System (both its SW and HW) with IT engineering/systems expertise to modify and integrate scalable applications suitable for Army operational medicine. Contractor must be capable of supporting the DoD IT Test & Evaluation process, Configuration Management, and cybersecurity and IT Systems Compliance. The MC4 Program is in the Post Milestone C phase of the system acquisition process with several planned software and hardware updates that require contractor services to integrate, test, and install on mission ready IT platforms. The local contractor office shall have adequate laboratory space to support software engineering, integration and testing of MC4 software applications. This support encompasses the broad spectrum of engineering services for IT systems in production with planned incremental SW updates.

Key production engineering support subtasks include:

- Production/Systems Engineering,
- Configuration Management,
- Cybersecurity/IA and IT System Compliance Support,
- Integration, Limited User, and Suitability Testing.

#### **C.2.5.1 Production/Systems Engineering**

The contractor shall conduct systems engineering and analysis support to ensure that MC4 hardware and software components meet Army system requirements prior to deployment.

The contractor shall provide engineering and testing support services based upon government direction for a minimum of four software updates, five hardware suitability tests, and integration of three new GOTS or COTS applications. These services to be provided within the scope of the following:

- a. Develop and maintain detailed procedures for the integration of all software and hardware components of the MC4 Army Operational Health Information System (AOHIS) capabilities. The contractor shall ensure that software works/integrates onto the MC4 platforms and meets all required standards. The contractor shall ensure software compatibility between old and new hardware platforms. Processes and procedural updates shall be published per government guidance,
- b. Modify COTS and GOTS SW to scale for different Roles of Care to simplify ease of use, maintenance, and move to device agnostic platforms,
- c. Ensure system changes are consistent with clinical practices and guidelines,
- d. Perform integration of all MC4 designated GOTS and COTS software and hardware components into the MC4 AOHIS Capabilities. Maintain MC4 configurations for all fielded software and hardware versions for testing and troubleshooting,
- e. Conduct analysis of proposed engineering change proposals (ECPs) to facilitate decision-making and implementation of approved ECPs,
- f. Develop and maintain system administrator documentation for the MC4 AOHIS capabilities per government guidance. Provide cross-training to other members of the contractor team,
- g. Prepare acquisition documentation required for modifications to system hardware and software,
- h. Maintain and develop MC4 technical documentation and associated standards for such documentation,
- i. Utilize Software Code Quality and Software Assurance tools per PEO EIS policy #12-65 to minimize software vulnerabilities and help ensure IA compliance, (Ref. Appendix C- PEO EIS Software Code Quality Policy Document)
- j. The contractor shall develop products and procedures for virtualization of the MC4 system,
- k. The contractor shall support any government directed Verification, Validation and Accreditation (VV&A) efforts,

- l. The contractor shall provide hardware and software technical support to ensure decisions and outcomes are coordinated across engineering, logistics and business functions,
- m. The contractor shall provide scheduling support for engineering work efforts and other tasks as required from the PMO,
- n. The contractor shall support the Help Desk to troubleshoot issues and provide solutions to MC4 users in the field,
- o. The contractor shall be familiar with the additional functionality of the various baselines, foundations and AOHIS capabilities.

#### **C.2.5.2 Production/Systems Engineering**

The contractor shall provide additional engineering and testing support services as defined in Task 2.5.1, subparagraphs a-o, based upon government direction for additional software updates, hardware suitability tests, and integration of GOTS or COTS applications.

#### **C.2.5.3 Configuration Management Support**

The contractor shall, at the direction of the Government's configuration manager, provide Configuration Management (CM) support for all MC4 AOHIS capabilities and configurations, to include both hardware and software. The contractor shall provide experienced configuration management personnel.

The contractor shall provide configuration management support based upon government direction, to include, but within the scope of the following:

- a. The contractor shall maintain an off-site CM software library on original media to include DVDs and hard drives in an access controlled fireproof locker with a lock as part of the MC4 contingency plan. A duplicate library will be maintained on-site by the government. The contractor shall provide duplicates of library original materials as requested,
- b. The contractor shall track, develop, and maintain all CM process documents,
- c. The contractor shall attend and support all Configuration Control Board (CCB) and Release Coordination Council (RCC) meetings,
- d. The contractor shall maintain an electronic MC4 documentation library,
- e. The contractor shall document and maintain all MC4 Engineering processes and procedures per government guidance.

#### **C.2.5.4 Cybersecurity, IT Technical Support and Security Compliance Support**

The contractor shall provide cybersecurity and IT technical support to maintain network operations and overall security compliance for the PMO and MC4 system. This support shall be provided as directed by the Government's Information System Security Manager (ISSM) and in accordance with all DoD and Army security policies, regulations and best business practices (i.e., DoD Directive 8500.1 and DoDI 8500.01; Army Regulations 25-1 and 25-2). Personnel must obtain and retain the appropriate baseline and computing environment certification(s) in accordance with DoD 8570.01-M, DoDD 8500.1, DoDI 8500.01 and AR-25-2. The Contractor shall provide support in all matters of cybersecurity for the PMO and the MC4 system to include, but not limited to: software/hardware integration and testing, new product/capability design and testing, and prototype development and analysis. In addition, the contractor shall support the network and administrative systems operated at the MC4 PMO and an off-site facility with network connection to the Ft. Detrick NEC. Total number of users at these locations is approximately 100. The off-site location to be supported shall be within 10 miles of Ft. Detrick. Currently, MC4 contractor support includes positions that require the following IA roles: IAM-I, IAT-I and IAT-II. Contractor personnel who do not have proper and current certifications shall be denied access to DoD Information Systems for the purpose of performing cybersecurity functions (IA, System

Administrator, Network Administrator, elevated privileged roles, etc.). Contractors must have the required level of baseline certification and will have 6 months from appointment to obtain the computing environment certification. The Government's ISSM will determine the appropriate IA role and required training and certification requirements for affected positions. No IAT category personnel will deploy to a combat environment without the required training and certifications. Contractor may request an exception through the COR to policy to bring highly qualified personnel onto this contract without a baseline and/or computing environment certification. If the exception to policy is granted, contract personnel must obtain the appropriate baseline certification within 90 days of hire and the appropriate computing environment certification(s) within 6 months (180 days) in accordance with DoD 8570.01-M, DoDD 8500.1, DoDI 8500.01 and AR-25-2. Contractor staff performing software development or similar efforts on simulated Army networks or systems not connected to an Army network does not require the above certifications. The contractor shall have all affected personnel sign an attestation agreeing to the exclusion from accessing "live" Army/DoD networks until completion of required certifications. A copy of each attestation shall be maintained by the contractor and also provided to the Government's ISSM.

Currently, MC4 contractor support includes positions that require the following IA roles: IAM-I, IAT-I and IAT-II. Contractor personnel who do not have proper and current certifications shall be denied access to DoD Information Systems for the purpose of performing cybersecurity functions (IA, System Administrator, Network Administrator, elevated privileged roles, etc.). Contractors must have the required level of baseline certification and will have 6 months from appointment to obtain the computing environment certification. The Government's ISSM will determine the appropriate IA role and required training and certification requirements for affected positions. No IAT category personnel will deploy to a combat environment without the required training and certifications.

Contractor support for IA, IT Technical Support and Security shall be located at the MC4 Program Office at Ft. Detrick and with one position located at the local contractor office.

The contractor shall provide IA, IT Technical Support and Security services based upon government direction, to include, but not limited to, the following:

- a. Update engineering, Risk Management Framework, (RMF), and Assess Only documents as directed by the government,
- b. Assist in Assess and Authorize activities of all MC4 systems, providing expertise in areas of systems engineering and cybersecurity planning, reviewing, updating and documenting requirements and processes,
- c. Provide expert technical and policy knowledge and interpretation to the Government on regulatory guidance, OPORDs/WARNOs/EXORDs, DIACAP, CoN and any other IA related governance or taskers,
- d. Participate in all program meetings as directed and document key outcomes of meetings,
- e. Conduct security assessments of all MC4 prototypes and system releases. This includes reviews/assessments of software and hardware configurations provided by other systems that may be integrated into MC4's fielded product,
- f. Conduct security inspections, tests, assessments, and reviews of system releases prior to them being fielded verifying compliance with DoD and Army guidelines including Security Technical Implementation Guide (STIG) and Information Assurance Vulnerability Alerts (IAVA) compliance,
- g. Assess system changes to ensure they are in accordance with those specified during the configuration management process, verifying that the release being fielded is in compliance with the DIACAP package and documenting the assessment results in a Security Assessment Report (SAR),

- h. Conduct reporting of IAVA's via SIPRnet/NIPRnet as directed by the government,
- i. Create, update and maintain IA/IT standard operating procedures (SOP) for the MC4 PMO,
- j. The contractor shall be responsible for the installation and maintenance of all office automation technology at the MC4 PMO and local contractor site (connected to the NEC) to include: printers, mobile computing, notebook computers, workstations, handheld devices, network and telephone connections, and user account maintenance. The contractor shall coordinate with the NEC as necessary to accomplish this task. Approximately 200 systems (Ref. Appendix D-MC4 Property Book PMO Hardware List)
- k. The contractor shall have in-depth knowledge of MS Windows operating systems and applications. The contractor shall operate, maintain, upgrade, scan and report on the MC4 networks including the PMO and local contractor site in accordance with all DoD and US Army security policies and regulations (DoD Directive 8500.1 and DoDI 8500.01; Army Regulation 25-2).
- l. The contractor shall provide system administration support for several databases. The contractor shall have working knowledge of MS SharePoint, MAGIC, MS SQL Server, Oracle, and MS Project.

#### **C.2.5.5 Cybersecurity, IT Technical Support and Security Compliance Support**

The contractor shall provide additional cybersecurity, IT technical Support and Security Compliance services based upon government direction as defined in Task 2.5.4.

#### **C.2.6 OPTIONAL TASK – PMO SUPPORT, SYSTEM TRAINING AND FIELDING, PRODUCTION ENGINEERING, AND TESTING SUPPORT**

During this Task Order, it is anticipated that the Government may require optional production PMO Support, training and fielding, production engineering, and testing support. The MC4 Program is in the Post Milestone C phase of the system acquisition process and is nearing the completion of its core mission. Several new or emerging mission requirements are under consideration by the Army, and if approved, will require additional contractor support to implement as incremental capabilities into the current system baseline. It is impossible to fully predict in advance which emerging requirements will be approved and when support efforts will commence.

This optional support encompasses the broad spectrum of engineering, testing, training and fielding services for incremental upgrades for IT systems commercially available or in production. The optional support encompasses the scope similar to work described in Tasks below to include scope of their respective subtasks:

C.2.3 MC4 PMO Support

C.2.4 System Training and Fielding Support

C.2.5 Production Engineering, IA, IT System Compliance Support, and Test

Most of this support will be funded through a reimbursable agreement with the Joint Program Office for modernization of the operational EHR System.

#### **C.2.7 POST DEPLOYMENT SYSTEM (PDS) AND HELP DESK SUPPORT**

This task supports integration of software modifications, patching, troubleshooting, tracking and resolution of hardware and software system issues discovered during system operations. The objective of this task is to optimize performance for the aging EHR system, which is in sustainment, while responding to operational problems identified by users in a timely manner.

Contractor shall provide a team of highly qualified IT experts to solve networking and system problems. These experts may deploy to fill positions of personnel returning from OCONUS deployments.

#### **C.2.7.1 Post Deployment System (PDS) Support**

The contractor shall provide technical support to prepare software updates to modify or create interfaces with systems in sustainment to reduce cost and enhance usability. Services shall include preparation of validated I (IAVAs) for MC4 fielded products and installation of approved updates. Problems identified with MC4 systems capabilities shall be logged by the MC4 Help Desk and assigned to the PDS Support team. Where possible, Software patches shall be automated to enable remote download and installation by Army System Administrators (SAs). The Help Desk shall monitor trouble tickets to help ensure timely resolution.

The contractor shall provide system technical support for software updates/patches, and system problems identified by users and the MC4 Help Desk, to include but not limited to, the following tasks:

- a. The contractor shall investigate and attempt to resolve critical issues which occur in our fielded systems when they cannot be immediately corrected by TMIP-J or other program offices,
- b. The contractor shall modify interfaces to software systems in sustainment (e.g., TMIP-J, MCC, and TMDS) to optimize usability and reduce costs,
- c. The contractor shall assist with the continued maintenance of the fielded MC4 systems and collaborate with other technical staff in MC4. Other responsibilities include but are not limited to troubleshooting issues, addressing user concerns, and helping to maintain the labs,
- d. The contractor shall provide technical instruction to correct MC4 system problems,
- e. The contractor shall support the MC4 IAVA process to include the installation and regression testing of all applicable IAVA patches,
- f. The contractor shall use Government Furnished Equipment (GFE) to remotely login to systems worldwide, as directed by the government, to provide maintenance support and troubleshooting.

The Contractor shall provide a pool of highly qualified Field Service Representatives (FSR's) capable of integrating new modifications, performing system administrators (SA) functions, and providing MC4 training to Army SA's and system users. These highly qualified FSR's will provide a rotational pool to replace deployed contractors who are returned to home base after lengthy deployments as defined by the contractor and approved by the Government. These personnel shall be capable of managing installation, modifying software, and maintaining systems on complex networks that link numerous computing platforms, operating systems, and network topologies (Ref. Appendix E- Network Topology Diagram). FSR's awaiting deployment will support training and exercise events as defined by the Government to stay current on MC4 system baselines in preparation for future deployment.

Contractor services must be performed in accordance with all Army and MC4 policies and procedures, and shall be approved in advance by the government. Where needed, the government IAM may approve select contractor staff to perform the following support including, but within the scope of the following:

- a. Plan and perform fault management, configuration control, and performance monitoring,
- b. Conduct installation, activation, back-up, deactivation, and restart of network resources/services,



- c. Instruct users on the installation and support of MC4 servers to include all MC4 and related software applications,
- d. Provide technical assistance, support, and advice to customers, onsite or via telephone worldwide,
- e. Provide instruction in how to maintain the MC4 hardware, and how to plan, coordinate, and implement network security measures.

#### **C.2.7.2 Help Desk Support**

The contractor shall operate a Tier 1-3 Help Desk which is to be staffed 8 hours a day, 5 days a week. MC4 currently supports approximately 4,000 to 5,000 systems in active use fielded worldwide. Historically, there have been approximately 500 annual tickets. The contractor shall provide Help Desk support activities to include, but not limited to, but within the scope of the following tasks:

- a. The contractor shall receive issues via telephone, Internet or e-mail, create a trouble ticket and respond to the user within 24-hours,
- b. The contractor shall update and maintain existing Help Desk procedures and processes and develop new ones as directed by the MC4 COR,
- c. The contractor shall maintain a knowledge base of system issues, using approved Army Management software, whereby the incident histories can be researched and analyzed.

#### **C.2.8 ON-SITE SUPPORT FOR CONTINGENCY OPERATIONS**

During this Task Order, it is anticipated that the Government may require services to support contingency funded operations in theater. The Contractor shall provide system administrator, comprehensive training, and database administration services in support of MC4 systems/servers including network integration and troubleshooting operational problems in support of contingency operations. Contractor services shall be performed in accordance with Army and MC4 policies and procedures, and shall be approved in advance by the Government. The scope of this work includes the following:

- a. Test and implement interface programs as directed by the MC4 PMO,
- b. Manage MC4 server performance and maintain system security in accordance with MC4 policies and procedures,
- c. Troubleshoot and resolve complex problems in coordination with the MC4 Help Desk to ensure minimal disruption of mission-critical applications,
- d. Establish system network policies and procedures regarding access methods and time, security validation checks, and documentation,
- e. Maintain currency of existing system architecture documentation for deployed operations,
- f. Research hardware and software issues regarding MC4 networks,
- g. Provide technical support and training to end-users.
- h. Plan and perform fault management, configuration control, and performance monitoring,
- i. Conduct installation, activation, back-up, deactivation, and restart of network resources/services,
- j. Evaluate communication hardware and software and troubleshoot LAN/MAN/WAN and other network-related problems,
- k. Instruct users on the installation and support of MC4 servers to include all MC4 and related software applications,

- l. Provide technical assistance, support, and advice to customers, onsite or via telephone worldwide,
- m. Provide instruction in how to maintain the MC4 network hardware, and how to plan, coordinate, and implement network security measures.

MC4 expects contractor personnel to rotate in and out of the Theater of Operations (contingency operations) and other deployments as needed to provide comprehensive support and maintain continuity of operations.

#### **C.2.9 OPTIONAL TASK: DEVELOPMENT, SYSTEM INTEGRATION, AND TESTING**

The MC4 system consists primarily of Government off-the-shelf (GOTS) software and Commercial off-the-shelf (COTS) hardware provided as GFE. (Ref. Appendix A- Fielded Hardware List and Appendix B-Fielded Software List). The Contractor shall perform development, system integration, and testing of new products and mobile applications to assure functionality and interoperability in accordance with approved MC4 system requirements. New software and hardware technologies shall be researched and evaluated by the contractor, based on Government direction, to determine suitability for integration into the MC4 system.

The contractor shall provide services based upon government direction to:

- a. Develop new fit for purpose software (SW) products, enhance existing SW applications (e.g., Health Assessment Light Operations (HALO)), and demonstrate products in a realistic laboratory setting,
- b. Conduct Technology Readiness Assessments,
- c. Evaluate and test new hardware solutions to meet evolving mission requirements and where current hardware is reaching end of life and as needed,
- d. Collaborate with other Army and DoD program offices and ensure new technology and software integrates seamlessly into MC4. The contractor shall become familiar with all new MC4 functionality and provide recommendations to the government,
- e. Provide mobile application design and development on current and future Army approved mobile handheld equipment to provide for a modified Electronic Health Record (EHR) and/or any associated medical referencing or recording capabilities,
- f. Coordinate with other MC4 coordinated military program offices to identify potential product capabilities for integration into the MC4 system,
- g. Brief military health and other organizations regarding MC4 systems, current capabilities, and future infrastructure,
- h. Deliver Army, Chief Information Officer (CIO)-G6 and PEO EIS-approved solutions at the direction of the MC4 Information System Security Manager, (ISSM)
- i. Develop and maintain Test Plans and Procedures at the direction of the MC4 Test Manager for each version of software delivered for integration (initial) testing on the MC4 hardware system. Unless otherwise directed by the government, the MC4 Test Plan will address:
  - Identification of test objectives,
  - Baselines and foundations to be tested,
  - Hardware and software configurations to be tested,
  - Development of Use Cases to fully exercise the application's functionality,
  - Step-by-step procedures at the key stroke level,
  - Entrance/Exit criteria,
  - Pass/Fail criteria,
  - Failure identification and analysis,
  - Schedules.

- j. Perform full range of testing activities (developmental and operational) IAW the approved Test Plan and as directed by the MC4 Test Director, for each version of software on the MC4 system,
- k. Prepare and deliver a final test report to the MC4 Test Director and the Configuration Manager documenting the results of all testing.

#### **C.2.10 OPTIONAL TASK FOR GOVERNMENT DIRECTED OVERTIME/SURGE**

During this Task Order, it is anticipated that the Government may require the Contractor to work overtime or surge resources to support additional Government requirements while continuing to provide standard contracted services. The Government reserves the unilateral right to exercise Optional Government Directed Overtime / Surge support. It should be noted that optional government directed overtime or surge may apply to any services or exercised options. The optional support will be invoked through award of a task order modification issued by the GSA CO.

Government directed overtime should only be used when all other possibilities have been exhausted. Overtime costs shall not be incurred unless authorized by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) and unless funding is available to cover incurred expenses.

At the time of exercising this optional support, the Government will:

- Identify the event (operation/project) which is driving the overtime requirement
- Identify the specific services where overtime or surge is authorized
- Define level of effort expectations (i.e. 12-hour days, 6 days per week)
- Identify duration or end date when overtime is no longer required
- Provide an estimate on the number of overtime or surge hours required.
- Typical examples of where overtime/surge support could be exercised includes but is not limited to:
  - Adjusting normal work schedules or minimizing/prohibiting leave of individual contractor employees to achieve the required coverage due to operational or project requirements.
  - Crashing project schedule(s) to achieve Government directed completion dates.

#### **C.2.11 TRANSITION-OUT**

The contractor shall provide a written Transition-Out plan NLT 180 days prior to expiration of the task order, or earlier if directed by the Government. The Transition-Out plan shall facilitate the accomplishment of a seamless transition from the incumbent to incoming Contractor/Government personnel at the expiration of the task order. Within the plan, the contractor shall identify how it will coordinate with the incoming Contractor and/or Government personnel to transfer knowledge regarding the following:

- Project management processes
- Points of contact
- Location of technical and project management documentation
- Status of ongoing technical initiatives
- Technical artifacts and configuration baselines
- Transfer of portal data
- Appropriate contractor-to-contractor coordination to ensure a seamless transition
- Transition of personnel
- Identify schedules and milestones
- Identify actions required of the Government

- Establish and maintain effective communication with the incoming Contractor/Government personnel for the period of the transition
- Inventory of assets and transfer of government furnished equipment, i.e. software and hardware, licenses, warranties, etc.
- System administration, accounts, privileges, and accesses
- Existing leases and rental contracts for such things as office space, apartments, rental vehicles, etc.

(END OF SECTION C)

## **SECTION D – PACKAGING AND MARKING**

NOTE: Section D of the Contractor's Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

### **D.1 TASK ORDER DELIVERABLES/SUPPLIES**

The Contractor shall provide electronic copies of each deliverable. Electronic copies shall be delivered via email attachment or other media/methods by mutual agreement of the parties.

### **D.2 DELIVERABLES MEDIA**

The Contractor shall deliver all electronic versions of deliverables by email or other method as agreed, and place a copy in the client-designated deliverable repository. Identified below is the range of electronic deliverable types. The Contractor shall submit electronic deliverables in a format compatible with current MS Office versions of the specified software in use by the client.

- Text                                      Microsoft Word
- Spreadsheets                           Microsoft Excel
- Briefings                                Microsoft PowerPoint
- Drawings                                Microsoft Visio
- Schedules                                Microsoft Project

Other file formats (example: .pdf) may be acceptable as mutually agreed and coordinated with the Government.

(END OF SECTION D)

## **SECTION E – INSPECTION AND ACCEPTANCE**

NOTE: Section E of the Contractor's Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection of all work performance, reports and other deliverables under this Task Order shall be performed by designated Government personnel.

Acceptance of all work performance, reports and other deliverables under this Task Order shall be performed by the COR designated in Section G.1.

### **E.2 SCOPE OF INSPECTION**

**E.2.1** All deliverables will be inspected for content, completeness, accuracy and conformance to Task Order requirements by the COR. Inspection may include validation of information or software through the use of automated tools, testing or inspections of the deliverables, as specified in the Task Order. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

**E.2.2** The Government requires a period not to exceed fifteen (15) work days after receipt of final deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the Task Order, the Contractor's proposal and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

**E.3.1** The general quality measures, set forth below, will be applied to each deliverable received from the Contractor under this task order:

- Accuracy – Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity – Deliverables shall be clear and concise; engineering terms shall be used, as appropriate. All diagrams shall be easy to understand, legible, and relevant to the supporting narrative. All acronyms shall be clearly and fully specified upon first use.
- Specifications Validity – All Deliverables must satisfy the requirements of the Government as specified herein.
- File Editing – All text and diagrammatic files shall be editable by the Government.
- Format – Deliverables shall follow Army/AMEDD/MC4 guidance. Where none exists, the Contractor shall coordinate approval of format with the COR.
- Timeliness – Deliverables shall be submitted on or before the due date specified

For software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the Government have been resolved, either through documentation updates, program correction or other mutually agreeable methods.

**E.3.2** Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

**E.3.2.1** If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

**E.3.2.2** All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

**E.3.2.3** If the Government finds that a draft or final deliverable contains excessive spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this Task Order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR.

#### **E.4 DRAFT DELIVERABLES**

**E.4.1** The Government will provide written acceptance, comments and/or change requests, if any, within ten (10) work days (unless specified otherwise in Section F) from Government receipt of the draft deliverable.

**E.4.2** Upon receipt of the Government comments, the Contractor shall have ten (10) work days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

#### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The Government shall provide written notification of acceptance or rejection of all final deliverables within ten (10) work days (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. If the Government does not respond within ten (10) work days receipt of a final work product from the Contractor, the product will be considered acceptable by the Government.

#### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within ten (10) work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the Contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten (10) work days.

#### **E.7 QUALITY ASSURANCE**

##### **E.7.1 Quality Assurance Surveillance Plan (QASP)**

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the Government with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary. The

Government will also review the Monthly Progress and Quality Reports and will attend regular work performance review meetings with the Contractor to survey quality of products and services.

## **E.7.2 QUALITY CONTROL AND ASSURANCE**

**E.7.2.1** The Government reserves the right to perform inspections and surveillance to evaluate the Contractor's compliance to the contract terms and performance of the requirements in the PWS. The Government will make every effort to ensure that the surveillance methods described are conducted in an objective, fair, and consistent manner. Section E.7.4 provides the Performance Requirements Summary and identifies the critical performance elements, performance standard, and acceptable quality levels (AQLs) for each PWS Task.

### **E.7.2.2 PERIODIC SURVEILLANCE**

This action occurs when the COR or other Government official observes a deficiency. Examples include evidence from accidents, incidents, or delays. Regardless of where in the line-of-duty the COR observes contractual procedures not being followed, he/she has an obligation to document and report the deficiency to the Contracting Officer.

## **E.7.3 QUALITY CONTROL PLAN**

The Quality Control Plan (QCP) is the contractor's internal plan to insure quality delivery of products and services under the terms of this Task Order. The QCP should detail the contractor's internal controls for services under this Task Order.. The Contractor shall implement and maintain a QCP to ensure work performed conforms to the scope of work and meets the requirements under this PWS. The QCP shall, at a minimum provide a method for performing inspections; identifying, correcting and preventing problems/defective service; addressing customer complaints; maintain compliance with MC4/government IA/IT policies and regulations, deliver timely work products of acceptable quality, and exhibit a genuine concern for safeguarding MC4 equipment and financial resources and improving the quality of services over the life of the Task Order. The contractor shall submit their QCP to the Government within 30 days after award.

## **E.7.4 PERFORMANCE REQUIREMENTS SUMMARY**

The contractor is required to meet the following task requirements for acceptable quality levels..

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
C.2.1 Transition In	Seamless support for MC4 systems	Primary contractor support	85% of positions filled NLT 45 calendar days after Task Order Award.  100% of positions filled NLT 60 calendar days after Task Order Award.	Evaluation by MC4 COR.



<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
			100% of Key position personnel on board and supporting this requirement NLT 30 calendar days after Task Order Award.	
C.2.2 Task Order Management	Comprehensive cost information for MC4 decision makers	Accurate and timely cost reports that are actionable and mathematically correct.	Contractor projections by FY 3rd QTR are accurate to within 10% of actual expenditure for each performance period.	Evaluation by MC4 SME's.
C.2.2 Task Order Management	Managing turnover to maintain quality and continuity of service	Fill vacancies quickly with capable staff.	98% of vacant positions filled NLT 14 days after the position becoming vacant	Evaluation by MC4 SME's.
C.2.3 PMO Support	Business and acquisition information deliverables accepted by higher HQ and stakeholders.	Work products are timely, accurate, clear, concise, thorough, and reflect a mastery of the subject matter.	Rewrites because of errors in fact or judgment are rare, less than 5% of work products in a period require rework.	Evaluation by MC4 SME's.
C.2.3 PMO Support	Outreach products yield informed stakeholders including decision makers.	Work products are timely, accurate, clear, concise, thorough, and reflect a mastery of the subject matter.	Rewrites because of errors in fact or judgment are rare, less than 5% of work products in a period	Evaluation by MC4 SME's.

PWS Task	Performance Outcome	Performance Standards	Acceptable Quality Level	Assessment Tool
			require rework.	
C.2.3 PMO Support	Maintain a secure building.	Building security check and visitor sign in sheet is completed each day.	Sign-in sheet and Security log shall be up to date with less than 5% omission.	Evaluation by MC4 SME's.
C.2.3 PMO Support	MC4 meets due dates for TMT information request and other data calls.	Contractor sends tasks to appropriate division staff for response.	99% of data requests forwarded to government staff within 8 hours of receipt	Evaluation by MC4 SME's.
C.2.4 Training and Fielding Support	Ensure training materials are comprehensive and informative thereby enabling trained users to operate and maintain the system without supplemental training.	<p>Training materials shall address all functional and operational aspects of each version of the system. Training materials shall be:</p> <ul style="list-style-type: none"> <li>▪ Accurate – Documentation is accurate in presentation, technical content, and adherence to accepted elements of style;</li> <li>▪ Clear – Documentation is clear &amp; concise; engineering terms used, as appropriate. Diagrams are legible and relevant to supporting narrative. Acronyms are specified on first use.</li> </ul>	<p>All final training materials shall accurately represent (100% accuracy) the functional and operational aspects of each version of the system.</p> <p>Zero (0) PII or PHI shall be included in any training materials or training classes.</p>	Evaluation by MC4 SME's.

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
C.2.4 Training and Fielding Support	Maximize the quantity of equipment /software fielded to units based on annual objectives established by MC4. Fielding plans are driven by system hardware availability and Army priorities.	Preparation of a cost effective plan to support annual fielding and training objectives. Results will be reported periodically detailing accomplishments, cost, duration for each fielding, issues encountered, and lessons learned.	Fielding and training services shall be accomplished 100% in accordance with the approved plan	Evaluation by MC4 SME's.
C.2.4 Training and Fielding Support	Maximize effectiveness of MC4 users through professional, timely, and courteous training services.	Deliver courteous, professional, technically competent training service and ensure each training event offers the opportunity for maximum attendance.	Completed student questionnaires reflect an overall satisfaction rate of 90% with the quality of delivered training. A comparison of forecasted versus actual class size shall be submitted within 10 days following completion of a training event unless forbearance granted by the COR.	Evaluation of Customer Surveys and class roster size by MC4 SME's.
C.2.4 Training and Fielding Support	Responsive and responsible inventory monitoring and management to comply with Army Property Book requirements	Maintain a robust inventory control system/process (near real time) to track and account for assets IAW Army Property Book policies and procedures, resulting in an effective asset management program.	Target accuracy rate for Inventory records: 100% accurate, 95% of the time.	Evaluation by MC4 SME's.

PWS Task	Performance Outcome	Performance Standards	Acceptable Quality Level	Assessment Tool
C.2.4 Training and Fielding Support	Responsive and responsible inventory monitoring and management to facilitate maximization of fielded hardware/SW quantities and effective configuration management of fielded and inventoried assets.	<p>Maintain a robust inventory control system/process (near real time) to track and account for assets IAW Army Property Book policies and procedures, resulting in an effective asset management program.</p> <p>Asset management program has multiple aspects:</p> <ol style="list-style-type: none"> <li>1) receiving, packing, shipping and warehouse storage,</li> <li>2) management of equipment, parts, consumables, licenses, warranties and related items needed to field/sustain the MC4 system,</li> <li>3) maintenance of chain of custody, managed and accounted for property under contractor control,</li> <li>4) maintenance of equipment and training materials in an operational mission ready status.</li> </ol> <p>The full spectrum of logistical documents, materiel fielding/ deployment agreements</p>	<p>Target accuracy rate for Inventory records: 100% accurate, 95% of the time.</p> <p>Target accuracy rate for shipments: correct items packed &amp; shipped to proper destination 100% accurate, at all times.</p> <p>Target accuracy rate for tracking of fielded equipment configurations is 95% accurate.</p> <p>Fielding/ deployment agreements and logistical materials are finalized with the gaining command within required timeframes unless forbearance granted by the COR.</p>	Evaluation by MC4 SME's.

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
		with the gaining activity are accurate and complete.		
C.2.5 Production Engineering, IA, IT System Compliance Support, and Test	Operational Test Plans and Procedures developed IAW IEEE standard, #829, which facilitate identification of MC4 system problems prior to fielding.	Test Plan and Procedures shall be delivered 10 days prior to testing or as otherwise directed by the government	100% of Test Plans and Procedures shall be error free and delivered on time unless forbearance granted by the COR.	Evaluation and approval by the MC4 TMD Chief.
C.2.5 Production Engineering, IA, IT System Compliance Support, and Test	Clear documentation describing new functionality delivered by each new Software Version.	Accurately document all changes in functionality for each new version of software in the Software Version Description and update the configuration management documentation accordingly.	Software Version Description shall be timely and 100% accurate to include a side by side comparison to the previous version with all changes in capabilities indicated.	Evaluation by MC4 SME's.
C.2.5 Production Engineering, IA, IT System Compliance Support, and Test	MC4 Website and other sources of program content (e.g., MC4/PEO EIS SharePoint site) are accurate, informative and facilitates attainment of program objectives.	Postings of PMO approved information are timely, accurate and IAW PII and PHI regulations and MC4 policies.	Accurate (95% error free) and timely posting of prepared inputs with minimal website downtime.	Evaluation by MC4 SME's.
C.2.5 Production Engineering, IA, IT System Compliance Support, and Test	Rapid access to automated tools to enhance overall program efficiency.	Develop and implement automated tools to improve efficiency and/or precision of processes.	Document requirements and architecture, test, and provide training as directed by the government.	Evaluation by MC4 SME's.
C.2.5 Production	Identification of system problems	The contractor shall report 100% of the problems	All problems shall be logged with a	Evaluation by MC4

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
Engineering, IA, IT System Compliance Support, and Test	discovered during testing with proposed remedial actions to mitigate technical risk.	encountered in a formal report submitted within 10 days of completion of each test unless otherwise directed by the government.	corresponding root cause, corrective action, and required repair time in hours. All test reports shall be error free and submitted on time unless forbearance granted by the COR.	SME's.
C.2.5 Production Engineering, IA, IT System Compliance Support, and Test	Clearly document new functionality delivered by each new Software Version.	Accurately document all changes in functionality for each new version of software and update the configuration management documentation accordingly.	<p>The contractor shall provide the Software Version Description to the Configuration Manager with a summarized side by side comparison to the previous version with respect to all changes and capabilities prior to system deployment.</p> <p>Documentation is error free with a 100% on time delivery rate unless forbearance granted by the COR.</p>	Reports evaluated by MC4 SME's.
C.2.5 Production Engineering,	Maintain MC4 PMO network/ computer/ Video Teleconference	Ensure that during normal hours of operation, the MC4 office systems and	All MC4 office automation tools shall have a	Evaluation by MC4 SME's.

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
IA, IT System Compliance Support, and Test	(VTC) operability through responsive, knowledgeable technical support, comprehensive backup plans, security plans and other documentation as directed by government. A separate contract for VTC equipment maintenance is in place to support complex operational problems and replacement of failed parts.	automation tools are available 95% of the time; initiation of corrective action shall occur within 1 hour of becoming aware of an incident.  Any changes that have a cybersecurity impact shall be signed off by the government ISSM and the COR prior to implementation.	minimum availability of 95% at all times.  Prepare and maintain all documentation related to IA approval of MC4 PMO software and systems IAW regulations and policy.	
C.2.6 Optional Task - PMO Support, Fielding and Training, Production Engineering, IA, IT System Compliance Support, and Test	Same Performance Requirements as outlined above for Tasks 2.3, 2.4 and 2.5.			
C.2.7 Post Deployment System (PDS) and Help Desk Support	Ensure system operability and user satisfaction.	Response to and disposition of Critical system problems shall be within 4 hours of identification by the Help Desk or through other formal documentation.  Response to and disposition of Non-critical problems shall be within 8 hours. All identified	100% of critical problems shall be responded to and dispositioned within 2 hours of reporting.  90% of non-critical problems shall be responded to and dispositioned	Evaluation by MC4 SME's.

PWS Task	Performance Outcome	Performance Standards	Acceptable Quality Level	Assessment Tool
		<p>problems are to be reported and tracked through the MC4 Help Desk which shall be staffed 24 hours per day.</p> <p>Definition:</p> <ul style="list-style-type: none"> <li>• Critical- Is an MC4 software issue that prevents electronic documentation of healthcare in the system.</li> <li>• Non Critical- Issues that degrade MC4 system performance but don't prohibit documentation.</li> </ul>	<p>within 8 hours of reporting.</p> <p>100% of problems reported to the Help Desk shall be documented and reported in a timely manner. Frequency of reporting will be defined by the COR.</p>	



<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
C.2.7 Post Deployment System (PDS) and Help Desk Support	Successfully integrated SW modifications to update systems in sustainment to meet Army requirements.	Timely delivery of SW modifications to enhance usability and sustainment of existing systems.	Delivery of SW modifications on schedule with no Critical defects.	Limited User Test results.
C.2.8 On-site Support for Contingency Operations	Maintain system operability in theater through effective system administrator support and functional user training.	<p>Provide rapid response to address system outages. First contact after trouble report shall be within 30 minutes. Password problems shall be addressed immediately. Required system updates/ patches shall be performed within 48 hours of notification or as otherwise directed by the government (subject to unit availability).</p> <p>Unit functional training shall be performed within 48 hours of the request or as otherwise directed by the government.</p>	<p>First contact after trouble report is within 30 minutes for 95% of customers. 100% of required updates and patches shall be installed within 48 hours of notification (subject to unit availability).</p> <p>Training satisfaction shall be measured through customer surveys. Attainment of an overall rating of 90% satisfaction is acceptable.</p>	Evaluation by MC4 SME's.
C.2.9 Optional Task: Development, System Integration, and Test & Evaluation	Inform government decision makers about promising HW/SW technologies that have the potential to close existing MC4 capability gaps.	Work products are timely, accurate, clear, concise, thorough, and reflect a mastery of the subject matter.	<p>Briefings and reports are error free with a 100% on time delivery rate unless forbearance granted by the COR.</p> <p>Technology demonstrations are well planned</p>	Evaluation by MC4 subject matter experts (SME's).

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
			and timely.	
C.2.9 Optional Task: Development, System Integration, and Test & Evaluation	Test Plans and Procedures are adequate to facilitate identification of problems early in the development process (laboratory setting), thereby reducing overall program schedule risk.	Comprehensive Test Plans and Procedures delivered 10 days prior to testing or as otherwise directed by the government.	Test Plans and Procedures shall be error free and delivered on time unless forbearance granted by the COR.	Evaluation and approval by the TMD Chief.
C.2.9 Optional Task: Development, System Integration, and Test & Evaluation	Test Report documents all software problems encountered during testing.	All problems encountered are reported. Formal report submitted within 10 days of completion of each test unless otherwise directed by the government.	All problems logged with corresponding root cause, corrective action, and required repair time in hours. All test reports shall be error free and submitted on time unless forbearance granted by the COR.	Evaluation and approval by the TMD Chief.
C.2.9 Optional Task: Development, System Integration, and Test & Evaluation	Fully integrated MC4 system for each fielding.	System performs IAW operational requirements.	Each software version and configuration developed shall be error free (IAW the MC4 integration plan).	Evaluation by MC4 SME's.
General	Ensure all contractor staff with access to MC4 systems and Army networks have the requisite IA/IT training and certifications to	A complete list of personnel and training certifications shall be provided at contract initiation. Updates will be required periodically based upon direction	The IA/IT training and certification list shall be 100% current.	MC4 IA Manger will review the list for accuracy and determine

<b>PWS Task</b>	<b>Performance Outcome</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Assessment Tool</b>
	minimize the risk of a potential IA/IT violation.	from the MC4 IA Manager.		frequency of reporting.
General	Keep MC4 staff informed through informative and timely trip reports. A trip report is required following the conclusion of a local or long distance trip.	Trip reports shall be delivered within one week of completion of business travel.	Reports are delivered 100% on time with no significant errors.	Evaluation by MC4 SME's.
General	Keep MC4 staff informed about the status of ongoing efforts through timely reports as requested by the government.	Reports are accurate and delivered on time.	Reports are delivered 100% on time with no significant errors.	Evaluation by MC4 SME's.
General	Keep MC4 staff informed by documenting meeting minutes, action items, and important decisions.	Reports/minutes are accurate and delivered on time.	Reports/minutes are delivered 100% on time with no significant errors.	Evaluation by MC4 SME's.
General	Keep MC4 staff, partners and stakeholders, informed by developing and maintaining project schedules, executive summaries, briefings, training materials and other documentation as requested by the government.	Products are accurate and delivered on time.	Products are delivered 100% on time with no significant errors.	Evaluation by MC4 SME's.

#### **E.7.5 PERFORMANCE EVALUATION PROCESS**

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by Government to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract/Task Order during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance.

Both Government and Contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a task order. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPAR. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

#### **E.7.6 PROBLEM NOTIFICATION REPORT (PNR)**

Submit a Problem Notification Report (PNR) to the MC4 COR, with a copy to the GSA PM, within three (3) calendar-days of the contractor encountering a problem or risk event that impacts the cost, schedule, or performance of the Task Order (or any deliverable or project under the Task Order). All PNRs shall be tracked in the Monthly Status Report (MSR) and through in-progress reviews (IPRs) until the Government agrees they are resolved. The PNR shall include, but not be limited to, the following:

- 1) Nature and sources of problem
- 2) COR was verbally notified on: (date)
- 3) Is action required by the Government? Yes or No
- 4) If YES, describe Government action required and date required
- 5) Will problem impact delivery schedule? Yes or No
- 6) If YES, identify what deliverables will be affected and extent of delay
- 7) Can required delivery be brought back on schedule? Yes or No
- 8) Describe corrective action needed to resolve problems
- 9) When will corrective action be completed

#### **E.7.7 ANNUAL IN-PROGRESS REVIEW (IPR)**

Conduct an annual IPR for the life of this order, unless otherwise notified by the Government. The IPR shall address overall order status and details regarding technical, programmatic, scheduling, service implementation, completion, and operation, administration and management issues. IPR dates and locations shall be coordinated in advance with the Contracting Officer Representative (COR). For each IPR, the contractor shall provide a toll-free conference bridge, video teleconferencing (VTC), or other media to support all DMDC operating locations and participants. Bridge numbers for IPRs shall be provided to all participants at least 48 hours in advance along with a read-ahead final version of the contractor's IPR presentation. The IPR presentation shall be in a format proposed by the contractor, utilizing Microsoft Office products. The contractor shall support preparation for the IPR as follows:

Provide 30 day advance notice of the IPR to the COR for coordination and approval.

Coordinate with the COR on location requirements and logistics necessary to conduct the meeting. Provide an electronic, advance copy of the agenda and draft presentation and any issues along with proposed resolution 10 calendar-days prior to the IPR.

Within five (5) calendar-days following each IPR the contractor shall submit meeting minutes to the COR/KO for approval. Meeting minutes shall be provided in a format proposed by the contractor, utilizing Microsoft Office products.

**E.7.8 CONTRACT DISCREPANCY REPORT (CDR)**

In the event of unsatisfactory contractor performance, the COR or CO will issue a CDR that will explain the circumstances and findings concerning the incomplete or unsatisfactory service. The contractor shall acknowledge receipt of the CDR and respond in writing as to how their company shall correct the unacceptable performance and avoid a recurrence. The Government will review the contractor's corrective action response to determine acceptability and will use any completed CDR as part of an overall evaluation of Contractor performance when determining present or future contractual actions.

(END OF SECTION E)

## SECTION F – DELIVERIES OR PERFORMANCE

NOTE: Section F of the Contractor's Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

### F.1 PLACE OF PERFORMANCE, DUTY HOURS, and HOLIDAYS

#### F.1.1 PLACE OF PERFORMANCE

Currently, MC4 has contractor support service requirements in the following locations. This list of locations is likely to change (be expanded/contracted) during the period of performance of this contract.

Countries / locations that currently have a permanent presence include:

CONUS: Frederick, MD, Fort Detrick, MD, Joint Base Lewis-McChord (JBLM) (Ft. Lewis), WA, Ft. Bragg, NC, Joint Base San Antonio (JBSA) (Fort Sam Houston), TX, and Tobyhanna Army Depot, PA.

OCONUS: South Korea and Germany.

Countries/locations supported on a semi-permanent basis (extended temporary duty (TDY) of 6 months or more) include: Kuwait, Iraq, Afghanistan, South Korea, and Qatar.

Countries/locations supported with short term TDYs (days or weeks) include: Saudi Arabia, United Arab Emirates, Turkmenistan, Kyrgyzstan, Egypt, Honduras, Japan, Philippines, Turkey, Thailand, Italy, Romania, Jordan, Djibouti, Alaska, and Hawaii.

The contractor shall provide local office space, training and conference center (capacity of 30 personnel) within a 10 mile radius of Ft. Detrick, MD. The location shall have VTC capability and network capability. Contractor office shall have adequate laboratory space (current contractor's laboratory space is approximately 1,500-2,000 square feet) and equipment to enable realistic testing of new promising technologies and all fielded MC4 technologies and system configurations. Office space for up to 40 contractors shall be made available at the MC4 government site located at Ft. Detrick.

#### F.1.2 DUTY HOURS

Core work hours and start/end times for contractor employees are approved by the Contracting Officer's Representative (COR) according to their performance location. Current MC4 locations and expected work hours are as follows:

Location	Notional Work Schedule
US	5 days per week x 8 hours per day
South Korea, Hawaii, Alaska, and Germany	5 days per week x 8 hours per day with additional hours to support unplanned mission requirements
Kuwait	7 days per week x 9 hours per day 7 days per week x 10 hours per day for Technical Team Lead and support service desk.
Afghanistan/Iraq (In-theater operations)	7 days per week x 10 hours per day 7 days per week x 10 hours per day for Technical Team Lead and support/service desk.

MC4 anticipates there may be the need for additional work hours beyond normal work hours based on unplanned/unpredictable mission requirements, especially in OCO locations. Additional work hours beyond the schedule above shall be requested through the contractor Team Lead to the MC4 Contracting Officer's Representative (COR) in advance of the requirement (if possible). The request shall include at a minimum the number of hours requested, the mission supported and the end-customer (point of contact (POC) name and unit) requesting the support. All additional hours are to be summarized in a report to the COR after the work is completed.

### **F.1.3 HOLIDAYS**

The following federal holidays are observed and therefore shall be staffed similar to other non-duty days (i.e. weekends):

New Year Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

### **F.2 PERIOD OF PERFORMANCE**

This task order consists of 12-month Base Year with two (2) subsequent 12-months option periods, which can be exercised unilaterally by the Government, with an effective date, as follows:

- Transition/Base Period: 1 Jan 2021 through 31 Dec 2021
- Option Year 1: 1 Jan 2022 through 31 Dec 2022
- Option Year 2: 1 Jan 2023 through 31 Dec 2023

The Government may extend the term of this task order by written notice to the contractor within 15 days of the expiration of the existing period of performance provided that a preliminary notice of the Government's intent to extend is provided at least 30 days before the expiration of the task order. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended task order shall be considered to include this option clause. The Government shall have the unilateral right to exercise options periods.

### **F.3 START DATE OF TASKS**

#### **F.3.1 MANDATORY TASKS**

All Mandatory Tasks will start at Task Order award.

#### **F.3.2 OPTIONAL TASKS**

It is anticipated that the need for the optional tasks will be required in the Base Year and Option Years 1-2.

The Government reserves the unilateral right to exercise optional CLINs in all or in part as needs arise. The optional CLINs will be invoked through award of a task order modification issued by the GSA Contracting Officer (CO).

#### F.4 PLACE(s) OF DELIVERY

Unclassified deliverables and correspondence shall be delivered to the primary GSA Contracting Officer's Representative designated in Section G.1. In addition, unclassified deliverables shall be uploaded to the GSA ASSIST Post Award Collaboration (<https://portal.fas.gsa.gov/itss-home>).

Copies of all deliverables (classified and unclassified) shall also be delivered to the designated TPOCs designated in Section G.1. The Contractor shall submit all deliverables to GSA ASSIST via a Post Award Collaboration (PAC), identifying the MC4 TPOC and the GSA Region 3 COR only as the "Responsible Persons". The MC4 TPOC will accept or reject the deliverable via ASSIST.

#### F.5 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT

The Contractor shall notify the COR via a Problem Notification Report (PNR) as soon as it becomes apparent to the Contractor, that a scheduled delivery will be late. The Contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The COR will review the new schedule and provide guidance to the Contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

#### F.6 DELIVERABLES SCHEDULE

The contractor shall follow this below deliverables schedule

PWS Task	Deliverable	Frequency
General	After Action Report/Lesson Learned Brief	As Required
General	Trip Reports	As Required
General	GFE Inventory per Region/Location	Monthly
General	GFE Inventory Reconciliation	Yearly
General	Lost/Missing GFE Report	As Required
General	Disposition Documentation for GFE	As Required
General	Contractor Personnel Security Clearance Status Report	Monthly
General	IAT Level Certification validation per PWS by Position	Monthly
General	SIPR email Account Validation	Quarterly
General	Cost Management Meetings	Monthly
General	Contractor Termination Notification	Upon Action
General	Integrated Contract Task Schedule	Monthly
General	Contractor Performance Assessment Reporting System (Concur/Non-Concur)	30 Days After Completion of Government Evaluation
General	Contractor Invoice	Monthly
General	Invoice Summary	Quarterly
C.2.5/C.2.6	Test Plan	New Component
C.2.5/C.2.6	Acceptance Test Statement	New Component
C.2.5/C.2.6	Daily Test Progress Report	Daily
C.2.5/	Test Report	New Component



C.2.6		
C.2.5/ C.2.6	Key Stroke Step Test Cases/Procedures/Scripts	As Required
C.2.5/ C.2.6	Test Readiness Review Brief	New Component release
C.2.5/2.6	Quick Look Acceptance Report	New Component
C.2.5/ C.2.6	Detailed Test Schedule	Weekly
C.2.1	Technology Assessment	As Required
C.2.1	Transition Team Weekly Update	Weekly
C.2.2	Individual Project Status Reports	Weekly
C.2.5	Installation Guide	Each Release
C.2.5	System Administration Guide (SAG)	Each Release
C.2.5/ C.2.7	Troubleshooting Guide	Each Release
C.2.7	Sustainment Guide	Each Release
C.2.4	Implementation of Asset Management System and Periodic Reporting	As Required
C.2.4	Fielding Procedures and Fielding Packets	Release
C.2.4	Shipping Invoices/Documents (consolidated)	Monthly
C.2.4	DA 5666-R, Gaining Command Fielding Evaluation (consolidation)	Quarterly
C.2.4	Training and Fielding Calendar	Bi-Weekly
C.2.4	Training Material (documentation/guides)	Release
C.2.4	Short- and Long-Term Plans for Fielding & Training	Annual, Updates As Required
C.2.4	MC4 NET- Student Evaluation Form (consolidated)	Monthly
C.2.4	Student Rosters (sign-in sheets) (consolidated)	Monthly
C.2.11	Transition-Out Plan	180 Days prior to expiration of Task Order
C.2.2	Program Management Plan	15 Days prior to end of Transition Period
C.2.2	Monthly Status Reports	15 <sup>th</sup> Day of each Month
General	OPSEC Standing Operating Procedure (SOP)/Plan	90th Calendar day of award
C.2.5	System Release Package (SRP)	Each Major Release
C.2.5	Engineering Change Proposal (ECP)	System Change
C.2.5	Advanced Change Study Notice (ACSN)	As Required
C.2.5	Technical Review Board (TRB) bi-weekly meeting agenda	Bi-Weekly
C.2.4	MC4 Web Site Updates	As Required
C.2.4	PEO EIS/PMO SharePoint Content Updates	As Required
C.2.5	cybersecurity Scans (Accountability of MC4 systems)	As Required
C.2.5	System, Operational or Network Documentation	As Requested
C.2.5	Accreditation Packages	As Requested
C.2.5	Network Topology Diagrams	As Requested

C.2.5	Certification and Accreditation Activities Documents	As Requested
C.2.7	Post Deployment System (PDS) Support	As Required
C.2.7	Help Desk Bi-Weekly meeting agenda	Bi-Weekly
C.2.7	Problem Ticket Reporting	As Required
C.2.8	OCONUS PERSTAT	Daily
2.1	Transition-In Plan	5 days following the Kick-Off meeting

#### **F.7 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the Region 3 CO's execution of the Contract, or any modification to the Contract (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response.

(END OF SECTION F)

## **SECTION G - CONTRACT ADMINISTRATION DATA**

NOTE: Section G of the Contractor's Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

### **G.1 POINTS OF CONTACT**

The MC4 PMO's Contracting Officer's Representative (COR) will represent the Contracting Officer and the MC4 PMO in the technical phases of the work, but will not be authorized to change any terms and conditions of the task order or direct work that will require a modification to the task order. Assistant COR's will serve in place of the COR when he or she is unavailable.

#### **The Technical Points of Contact (TPOCs)**

##### **MC4 Contracting Officer's Representative (COR):**

Mr. Michael McAllister  
Medical Communications for Combat Casualty Care (MC4)  
Tel: 301.619.7565, Email: [michael.r.mcallister.civ@mail.mil](mailto:michael.r.mcallister.civ@mail.mil)

##### **MC4 Alternate Contracting Officer's Representative (ACOR):**

Ms. Huong Ngo  
Medical Communications for Combat Casualty Care (MC4)  
Tel: 301-619-6205, Email: [Huong.h.ngo.civ@mail.mil](mailto:Huong.h.ngo.civ@mail.mil)

##### **MC4 ACOR:**

Ms. Ami Sanders  
Medical Communications for Combat Casualty Care (MC4)  
Tel: 301-619-6196, Email: [ami.e.sanders.civ@mail.mil](mailto:ami.e.sanders.civ@mail.mil)

#### **GSA Points of Contacts (GPOCs)**

##### **GSA Contracting Officer:**

Mr. Ryan Mathews  
General Services Administration  
Federal Acquisition Service Mid-Atlantic Region  
100 S. Independence Mall West, Philadelphia, PA 19106  
Tel: 215-446-5793, E-mail: [Ryan.Mathews@gsa.gov](mailto:Ryan.Mathews@gsa.gov)

##### **GSA Contract Specialist:**

Mr. William Houseman  
General Services Administration  
Federal Acquisition Service Mid-Atlantic Region  
100 S. Independence Mall West, Philadelphia, PA 19106  
Tel: 215-446-4542, E-mail: [William.Houseman@gsa.gov](mailto:William.Houseman@gsa.gov)

##### **GSA Contracting Officer's Representative (GCOR):**

Mr. Ruslan Gorbonos  
General Services Administration  
Federal Acquisition Service Mid-Atlantic Region

100 S. Independence Mall West, Philadelphia, PA 19106  
Tel: 215-446-5820, E-mail: [ruslan.gorbonos@gsa.gov](mailto:ruslan.gorbonos@gsa.gov)

#### **G. 1.1 CONTRACTING OFFICER'S REPRESENTATIVE**

The GSA Contracting Officer (CO) will appoint a Contracting Officer's Representative (COR) in writing. The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

#### **G.1.2 TECHNICAL POINTS OF CONTACT**

The Technical Points of Contact (TPOCs) listed under G.1 are responsible for providing technical direction and setting priorities in the operational areas of work performed under their purview.

TPOCs are not authorized to change any of the terms and conditions of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

#### **G.2 INVOICE SUBMISSION**

The Contractor shall submit Requests for Payments in accordance with the format contained in GSAM 552.232-70, INVOICE REQUIREMENTS (SEPT 1999), to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice.

Task Order number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

Project No.

Project Title

GSA COR's Name and Contact Info

Remittance Address

Period of Performance for Billing Period

Point of Contact and Phone Number

Itemized invoice data for labor, travel, ODCs/Incidentals, CLINs/ Task Items consistent with the details outlined below with current billed and cumulative billed to date subtotals.

Total Invoice Amount, Current Billed, Cumulative Billed to Date

The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates and quantities of labor hours per labor category.

All cost presentations provided by the Contractor shall include general and administrative charges, material handling, fees, and overhead applied consistent with the Contractor's approved price proposal and consistent with DCAA recommendations.

All invoice data shall be reported by CLIN and shall be further subdivided to lower level elements (subCLINs and GSA ASSIST Task Items) as directed by the Government to permit tracking and reporting of fund expenditures and appropriation data consistent with the requirements of MC4. The Contractor

shall provide the invoice data in an editable Microsoft Excel spreadsheet using a format reviewed and approved by the Government. The Government reserves the right to modify invoicing requirements at its discretion. The Contractor shall comply with any revised invoicing requirements at no additional cost to the Government.

**Note:** The Government reserves the right to audit, thus; the Contractor shall keep on file all backup support documentation for Travel, Tools, and ODCs.

### **G.2.1 INVOICE REQUIREMENTS**

The Contractor shall submit a draft or advance copy of an invoice to the client POC for review prior to its submission to GSA.

The Contractor shall invoice monthly on the basis of cost incurred for the Labor, Base Fee, Travel, Tools, and ODC CLINs. The Period of Performance (POP) for each invoice *shall* be for one calendar month. The Contractor *shall* submit only one invoice per month. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after the end of the invoiced month.

**Content of Invoice:** The Contractor's invoice shall be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel, tools, and ODCs, ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum:

1. GSA Task Order Number
2. Task Order ACT Number
3. Remittance Address
4. Period of Performance for Billing Period
5. Point of Contact and Phone Number
6. Invoice Amount
7. Training Itemized by Individual and Purpose (if applicable) billed to ODC CLIN
8. Support Items listed by Specific Item and Amount (if applicable) billed to ODC or Tools CLIN as appropriate.
9. Skill Level, Name, and Associated Skill Level Number
10. Actual Hours Worked During the Billing Period
11. Documentation Supporting Travel

All hours and costs shall be reported by CLIN element (as shown in Section B) and contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in a Microsoft Excel spreadsheet format containing separate worksheets showing the information, as detailed in Sections G.2.1.1 thru G.2.1.3. The invoice shall include the period of performance covered by the invoice and the CLIN numbers and titles. The Government reserves the right to modify invoicing requirements at its discretion. The contractor shall comply with any revised invoicing requirements at no additional cost to the Government.

**Final Invoice:** Invoices for final payment must be so identified and submitted within 6 months from task order completion. After this submission, no further charges are to be billed. A copy of the written client agency acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 6-month time frame.

The Government reserves the right to require certification by a GSA COR before payment is processed, *if necessary*.

**Credits:**

- If the credit invoice is for the same year of a particular ACT#, the contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance **SHALL NOT** be accepted. Instead a refund check must be submitted by the contractor to GSA accordingly. The refund check shall cite the ACT Number and the period to which the credit pertains. The Contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in GSA ASSIST or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration  
P.O. Box 6200-29  
Portland, OR 97228-6200

**G.2.1.1 FIRM FIXED PRICE (FFP) CLINS for LABOR**

For FFP Labor CLINs, the Contractor shall invoice monthly on the basis of an equitable proportion of the fixed price costs allocable to the invoicing period. For example:

- For FFP CLINs with a 12-month performance period, monthly invoices shall reflect 1/12<sup>th</sup> of the overall value of the FFP CLIN for the 12-month period.
- For FFP CLINs with a performance period of less than 12-months in duration, monthly invoices shall reflect 1/n<sup>th</sup> of the overall value of the FFP CLIN, where n = the total number of months in the performance period.

**G.2.1.1 RESERVED**

**G.2.1.2 TRAVEL**

Costs incurred for Travel comparable with the JTR and the FTR shall be invoiced monthly with travel itemized by Individual and Trip. The Contractor shall adhere to FAR 31.205-46 for travel associated with this task order. The Contractor shall provide the Travel invoice data on separate worksheets in Microsoft Excel spreadsheet form with the following detailed information.

CLIN Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel detail shall include separate columns and totals and include the following:

- Travel Authorization Request Number or identifier
- Current invoice period
- Names of persons traveling
- Number of travel days
- Dates of travel
- Location of travel

- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Total charges

All cost presentations provided by the contractor shall include Overhead Charges and General and Administrative Charges. Fee shall not be permitted on travel costs.

#### **G.2.1.3 TOOLS AND ODCs**

Costs incurred for the Tools and ODC CLINs shall be invoiced monthly. The Contractor shall provide the Tools invoice data on separate worksheets in Microsoft Excel spreadsheet form with the following detailed information, as applicable:

- Tools purchased and/or ODC costs incurred
- Consent to Purchase Number or identifier
- Description of the Tools with the Quantity, Unit Price and Extended Price of each Tool and/or ODC identified
- Date accepted by the Government
- Associated CLINs
- Project to date totals by CLIN
- Cost incurred not billed
- Remaining balance of the associated CLINs

All cost presentations provided by the contractor shall also include Overhead Charges, General and Administrative Charges, and or material handling as appropriate and consistent with DCAA recommendations. Fee shall not be permitted on Tools and ODC costs.

#### **G.2.2 INVOICE SUBMISSION PROCESS:**

##### **Invoice Submission Process:**

- a. Create an Invoice Acceptance Document in ASSIST to obtain MC4 and GSA Acceptance.

##### **To submit an invoice to ASSIST for Client Acceptance, follow these steps:**

- a. Log onto the Internet URL <https://portal.fas.gsa.gov/>
- b. Log into GSA ASSIST using your assigned username and password.
- c. Once logged in, click on "Create Support Documents".
- d. Once in the Create Support Documents field, you will see a list of awarded task order numbers and a pull down menu that reads <<Select Support Document>>. Select the appropriate task order number by highlighting it, then click on the pull down menu; select "Acceptance Information" and click on the "Create" icon.
- e. You are now on the page where you will enter the delivery date and invoice number—do not use special characters in the invoice number and be sure to use exactly the same invoice number and value for GSA Finance. You have the opportunity to send comments to the client (receiving activity) in the detailed comments block. You must attach an electronic copy of your invoice. Click on the thumbtack "Attach" icon to bring up the attachments page. When you are

done attaching the invoice, click on the “Submit” button at the bottom of the page to complete the process.

Note: By utilizing the submission methods described above, no paper copy of the invoice shall be submitted to GSA COR unless requested. The Contractor may be required to submit a written “hardcopy” invoice to the Government, or a hardcopy of the invoice with the client’s certification if requested by the GSA COR.

When the Contractor’s ASSIST acceptance document is submitted, emails requesting Government acceptance are automatically sent to both the Client and the GSA Project Manager/COR. They will accept, partially accept, or reject the invoice, normally with explanatory comments. The Client will also indicate the amount approved for payment. The ASSIST system will automatically notify you, the Vendor, of acceptance or rejection of the invoice.

If you need assistance or have any questions regarding the acceptance and approval process, please contact the ITSS Help Desk at the toll free number 1-877-243-2889. Be sure to have the GSA ASSIST Order number or ACT number available.

(END OF SECTION G)



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

NOTE: Section H of the Contractor's Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

### **H.1 GOVERNMENT FURNISHED PROPERTY (GFP)**

The Government will provide awardee the necessary GFP post award.

#### **H.1.1 GOVERNMENT FURNISHED INFORMATION (GFI)**

The Government will provide awardee relevant systems documentation and all current documented policies and procedures.

### **H.2 TRAVEL**

#### **H.2.1 TRAVEL REGULATIONS**

Domestic and foreign travel will be required in performing this task order. Travel costs shall be reimbursed in accordance with FAR 31.205-46. Reimbursement will not be made for travel performed for the convenience of the contractor. Per diem shall be payable only when the Contractor's employee is in an official duty travel status that does not permit his return to the contractor's facilities or the employee's home at completion of the work day. It shall be the contractor's responsibility to obtain any passports and visas necessary in performing this contract.

Official domestic/local duty travel shall take place in accordance with Department of Defense Joint Travel Regulations (JTR). Documentation showing dates and mileage for such travel shall be maintained and furnished in support of invoice claiming reimbursement. For travel in areas not covered in the JTR or FTR, travel shall be IAW the Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas."

The Contractor will be billed directly by the Military Airlift Command (MILAIR) for travel within contingency operations area. This shall be reimbursed by the government as a travel ODC.

The Government will reimburse the contractor for rotation periods into and out of OCONUS of at least 180 days for semi-permanent positions in Theater. The contractor, at his/her own expense, may rotate such contractor employees into and out of the theater more frequently provided there is not degradation in mission. The contractor will coordinate personnel changes with the MC4 COR.

#### **H.2.2 TRAVEL AUTHORIZATION REQUESTS**

Before undertaking travel to any Government site or any other site in performance of this Task Order, the Contractor shall have this travel approved by, and coordinated with, the COR. The Contractor shall notify the COR prior to any anticipated travel. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and approval. The Government shall approve all travel in writing. Long distance travel will be reimbursed for cost of travel comparable with the JTR and DSSR.

Requests for travel approval shall:

- Be prepared in a legible manner;
- Include a description of the travel proposed including a statement as to purpose;
- Be summarized by traveler;

- Identify the travel request/travel authorization number associated with the travel;
- Be submitted in advance of the travel with sufficient time to permit review and approval.
- Not be considered approved until written approval is received from the COR (email shall suffice).

The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

### **H.2.3 TRIP REPORTS**

The Government will identify the need for a Trip Report (if required) when the request for travel is submitted. The Contractor shall keep a summary of all long-distance travel, to include, at a minimum, the name of the employee, location of travel, duration of trip, and POC at travel location.

### **H.2.4 TOOLS - HARDWARE/SOFTWARE AND MISCELLANEOUS ODCs**

The Government may require the Contractor to purchase hardware, software, and related items that are necessary and ancillary to the services being acquired under the TO. Such requirements will be identified at the time of award or may be identified during the course of a TO, by the Government or the Contractor. If the Contractor initiates a purchase within the scope of this TO and the prime Contractor has an approved purchasing system, the Contractor shall submit to the COR a Request to Initiate Purchase (RIP). If the prime Contractor does not have an approved purchasing system, the Contractor shall submit to the CO a Consent to Purchase (CTP). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison to show competitive basis for fair and reasonable price determination, and rationale. The Contractor shall not make any purchases without a written approved RIP from the COR or a written approved CTP from the CO. Email approvals are authorized.

#### **H.2.4.1 INCIDENTAL ODCs**

The Government may require the Contractor to incur ODCs resultant to performance under this task order. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO, by the Government or the Contractor, Reimbursement will be made as specified in the task order, consistent with terms and conditions of the Alliant II Contract.

Non-Travel ODC items (including tools & incidentals) having a total procurement cost over \$3,000 per unit shall have the written approval of the Client Representative and the Contracting Officer prior to procurement. Federal contracting laws and regulations apply to all contractor open market purchases of materials and equipment under this task. Prices must be determined fair and reasonable from competitive sources and are subject to Government audit. The contractor shall maintain records documenting competitive sourcing, in strict compliance with the competition requirements set forth in the Federal Acquisition Regulation (FAR), for all material and ODC purchases. The contractor shall provide copies of all such documentation upon request from the Government to verify that the contractor complied with the competition requirements set forth in the FAR. Within the contractor's price quote, any such rate shall be identified along with the DCAA point of contact (name, address, phone #, and email address) for rate verification. The contractor will only be allowed to apply indirect rates to ODC costs after award if such application is consistent with their successful price proposal and DCAA recommendations. No profit or fee will be allowed on ODC costs.

All ODC items/materials purchased by the Contractor for the use or ownership of the Federal Government will become property of the Federal Government. If the Contractor acquires hardware/software maintenance support, all licenses and/or contractual rights to receive title shall be turned over to the Government upon completion of the task order. The Government's liability to

reimburse the contractor for costs incurred from the acquisition of hardware/software maintenance support shall be limited to costs incurred during the period of the order for which the Government received the said hardware/software maintenance support acquired by the contractor on a cost reimbursable basis.

It is anticipated that miscellaneous non-Travel ODCs necessary and incidental to performance may include but within the scope of the following:

- supplies, materials,
- costs and services associated with producing training materials, user guides, documentation, marketing materials
- printing/copying costs; packaging & marking materials; shipping expenses
- communication services and devices (e.g. internet/cell phone)
- website hosting; web search engine optimization
- tools/software subscriptions

Logistical support ODCs associated with overseas performance will be reimbursed in accordance with the applicable Department Of State Standardized Regulations. When ODCs are required to support overseas mission, the contractor will work with the MC4 Client Representative during task performance to identify needed ODCs to fulfill the requirements of this task order. All ODCs in support of overseas mission must be approved by the MC4 Client Representative and the Contracting Officer before the contractor makes any commitments or incurs expenses for such. In general, such overseas ODCs items are anticipated to include, but within the scope of the following:

- living quarter allowances and cost of living allowances (LQA/COLA)
- relocation & repatriation expenses related to movement to/from overseas location
- transport, shipping expenses, and/or expenses for non-temporary storage of Household Goods
- defense base act (DBA) insurance; business travel accident (BTA) insurance
- post (hardship) and/or hazard (danger) pay allowances, where applicable;
- sponsorship and passport fees
- gas card, where available
- vehicle and apartment leases/rentals

### **H.3 SECURITY REQUIREMENTS**

The Contractor is required to have a Facility Clearance at the Secret level for performance under this contract. All contractor personnel proposed under this contract shall have a secret clearance (or granted an interim secret clearance) prior to performing under this contract. Personnel in positions that perform IA/IT and system training support will be required to have a clearance within 120 days after award. A sample Contract Security Classification Specification (DD Form 254) is located at Attachment D. The Contractor's Facility Security Officer has the responsibility for processing and submitting the Security Clearance Application (SF86) to be scoped for seven years.

#### **INVESTIGATIVE REQUIREMENTS FOR ACCESS TO UNCLASSIFIED DEFENSE INFORMATION**

- a. In accordance with AR 25-2, Information Assurance, and AR 380-67, Personnel Security Program, the contractor personnel having access to unclassified Defense information and accessing Government computer systems under this award shall be subjected to, as a minimum, a National Agency Check (NAC).

- b. All contractor employees who manage, design, develop, operate, or access DoD Automated Information Systems (AIS) or DoD network systems are required to undergo appropriate background investigation and security awareness training. DoD personnel that hold IT/ADP related positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Sensitive But Unclassified (SBU) information are subject to appropriate levels of IT/ADP security clearances. For more information please visit <http://www.tricare.mil/tmaprivacy/personnel-security.cfm>.
- c. For all positions, the employment contract for contractor personnel shall state that retention in the position is contingent upon completion of a favorable security screening and investigation. If such screening proves to be unfavorable, employment shall be terminated at the applicable Government facility.
- d. If work is performed on a Government Installation, the Installation Security Office will submit the SF85P for all personnel as required.

The MC4 PMO retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status, whose actions while assigned to this contract conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer or COR.

The Contractor shall establish administrative, technical, and physical safeguards to protect all Government data, to ensure the confidentiality, integrity, and availability of government data. As a minimum, this shall include provisions for personnel security, electronic security and physical security as listed in the sections that follow.

#### **H.4 CONTRACTOR PERSONNEL**

Throughout the performance of this task order, the Contractor shall provide and maintain qualified personnel that have the requisite technical skills, qualifications, and experience together with the supervision, management and administrative services necessary to successfully meet the Government's requirements. The Contractor shall provide personnel, who are fully qualified and competent to perform their assigned work.

##### **H.4.1 KEY PERSONNEL**

Key personnel must be assigned for the duration of the Task Order, and may be replaced or removed subject to procedures in Section H.4.2 KEY PERSONNEL SUBSTITUTION below. The Contractor shall identify a Project Manager (PM) and Technical Task Leads to support the project manager in fulfilling contract requirements.

The Contractor shall provide Technical Task Leads for the following functions:

- Systems Development,
- Cybersecurity,
- Engineering,
- Operations Support,
- Deputy Operations Support,
- Clinical Consultant

#### **H.4.1.1 PROJECT MANAGER (KEY)**

The Contractor shall name a Program Manager (PM) to serve as the Government's single program focal point with responsibility and authority for directing and managing contractor performance under this task order.

The proposed Project Manager should demonstrate knowledge and/or experience in the following:

1. Managerial experience in Information Technology/Information Systems
2. Expert knowledge of the Cyber Security compliance process
3. Experience managing multidisciplinary teams performing inter-related activities across a geographically dispersed program and understanding of the DoD Systems Acquisition Process
4. Experience briefing senior-level officials, presenting written communications for their consideration, and managing the client interface
5. Experience in supporting rapid development and integration of software solutions that support activities defined by the Army's 10 Medical Functions in cooperation with other agencies
6. Expert knowledge of the Army's 10 medical functions as they pertain to operational medicine
7. Expert knowledge in DoD/Army testing requirements for COTS and GOTS hardware and software products for operational medicine
8. Expert knowledge in establishing and managing processes to protect sensitive personal and health care information to include transmission and storage on platforms

#### **H.4.1.2 TECHNICAL TASK LEADS (KEY)**

The contractor's leadership team shall be capable of performing their primary duties while supporting complex analyses across a broad spectrum of acquisition topics affecting the MC4 program (e.g., courses of action for logistics support, fielding, and training).

The Contractor's Leads should demonstrate the following knowledge and/or experience:

##### **H.4.1.2.1 SYSTEMS DEVELOPMENT LEAD**

1. Expert knowledge of Information Technology (IT) platforms suitable for documenting and enhancing medical care at Roles 1-3
2. Expert knowledge in rapid development and integration of software solutions to satisfy the Army's 10 Medical Functions in cooperation with other agencies
3. Demonstrated technical expertise in guiding troubleshooting activities during development
4. Knowledge of the Army's 10 medical functions as they pertain to operational medicine
5. Expertise in overseeing DoD/Army testing for COTS and GOTS hardware and software products for operational medicine
6. Expertise in translating medical requirements into development specifications
7. Expert knowledge of DOD and Army legacy and future Operational Medical software applications
8. Knowledge of PII and PHI compliance requirements

##### **H.4.1.2.2 CYBERSECURITY LEAD**

1. Expert knowledge in implementation of security solutions that comply with federal government information security standards and procedures in deployed and non-deployed environments to include: Risk Management Framework (RMF), Authority to Operate/Connect documentation, the Assess and Authorize processes and protection of personally identifiable information and health care information.

2. Expert knowledge in performing analysis, design, and development of security features for system architectures
3. Expert knowledge with implementation of security engineering and architecture
4. Expert knowledge of DOD and Army legacy and future Operational Medical software applications

#### **H.4.1.2.3 ENGINEERING LEAD**

1. Experience leading teams to integrate COTS and GOTS hardware and software increments for a variety of hardware platforms and configurations
2. Expert knowledge of IM/IT products for medical documentation and consultation
3. Technical expertise in guiding troubleshooting activities identified during testing of hardware and software
4. Expert Knowledge of DoD Cyber Security policies and standards
5. Experience in supporting rapid development and integration of software solutions that support activities defined by the Army's 10 Medical Functions in cooperation with other agencies
6. Expert knowledge of DOD and Army legacy and future Operational Medical software applications
7. Knowledge of PII and PHI compliance requirements

#### **H.4.1.2.4 SUPPORT OPERATIONS MANAGER (TRAINING/DEVELOPMENT/FIELDING/ CONUS AND OCONUS)**

1. Experience leading diverse teams to provide technical operational support for medical IM/IT systems for multiple hardware and software configurations
2. Technical expertise guiding troubleshooting activities in deployed environments
3. Expert knowledge of DoD Cyber Security policies and standards
4. Experience in preparing personnel for deployment and managing in country time with appropriate rotations to comply with in country regulations

#### **H.4.1.2.5 DEPUTY SUPPORT OPERATIONS MANAGER (TRAINING/DEVELOPMENT/ FIELDING/CONUS AND OCONUS)**

1. Experience leading diverse teams to provide technical operational support for medical IM/IT systems for multiple hardware and software configurations
2. Technical expertise guiding troubleshooting activities in deployed environments
3. Expert knowledge of DoD Cyber Security policies and standards
4. Experience in preparing personnel for deployment and managing in country time with appropriate rotations to comply with in country regulations

#### **H.4.1.2.6 LEAD CLINICAL CONSULTANT**

1. Expert knowledge of IM/IT products for medical documentation and consultation for a variety of hardware platforms and configurations
2. Experienced, credentialed clinician with expert knowledge of Army medical care processes
3. Experience in preparing service testers for major system testing events e.g. Multiservice Operational Test & Evaluation
4. Experience in developing and evaluating performance requirements for clinical documentation and medical artificial intelligence (AI) systems
5. Experience in supporting rapid development and integration of software solutions that support activities defined by the Army's 10 Medical Functions in cooperation with other agencies
6. Expert knowledge of DOD and Army legacy and future Operational Medical software applications
7. Knowledge of PII and PHI compliance requirements

#### **H.4.2 KEY PERSONNEL SUBSTITUTION**

The Contractor is expected to minimize employee turnover with respect to personnel performing under this Task Order. The Contractor shall not remove or replace any personnel designated as key personnel under this TO without the written concurrence of the CO. Prior to utilizing other than personnel specified in the proposal submitted in response to this requirement, the Contractor shall notify the Government CO and the COR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include a resume for the proposed substitution and justification in sufficient detail to permit evaluation of the impact of the change on TO performance.

The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit a resume for the proposed substitute and any other information requested by the COR needed to approve or disapprove the substitution. The COR will evaluate such requests and promptly. The CO will notify the Contractor of approval or disapproval thereof in writing.

If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the substitution will be denied and the Contractor shall propose an alternate candidate.

The Government will request an equitable adjustment for any key personnel positions left vacant for more than 14 calendar days.

#### **H.5 PERSONNEL QUALIFICATIONS**

IAW DOD 8570.01-M entitled "Information Assurance Workforce Improvement Program" requires all individuals performing Information Assurance functions to be certified appropriate to the position. Information Assurance functions includes all personnel with "elevated privileges" on the network and personnel who perform IA management functions. DOD 8570.01-M further stipulates that *"Contractor personnel...shall obtain the appropriate DoD-approved IA baseline certification, prior to being engaged. Contractors have up to 6 months to obtain the rest of the qualifications for their position"*. For the purpose of this contract *"the rest of the qualifications"* is defined as Computer Environment qualifications.

The Contractor shall maintain certification for all IA positions in accordance with DoD Regulation 8570.01M and adhere to the Army 8570 tracking process. The Contractor shall use ATCTS and other systems as designated by the Government to track contractor qualifications.

The Contractor shall clearly show the task area(s) supported and proposed certification level in their Staffing Matrix.

#### **H.6 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

##### **H.6.1 ORGANIZATIONAL CONFLICT OF INTEREST**

If the Contractor is currently providing support or anticipates providing support that creates or represents an actual or potential organizational conflict of interest (OCI), the Contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The Contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the Contractor (and any SubContractors, consultants or teaming partners) agrees to disclose information

concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be identified and addressed in accordance with FAR Subpart 9.5.

#### **H.6.2 NON DISCLOSURE REQUIREMENTS**

All Contractor personnel (to include SubContractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO issued which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Section J, Appendix F). See FAR 3.104, discussing requirements for disclosure, protection, and marking of Contractor bid or proposal information, or source selection information. All Contractor personnel must submit a Non-Disclosure Agreement prior to the commencement of any work on the task order. Further, Contractor personnel must submit a Non-Disclosure agreement whenever replacement personnel are proposed. Any information provided by Contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO.

#### **H.7 CONTRACTOR'S PURCHASING SYSTEMS**

The objective of a Contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy with subcontracting.

As part of the evaluation for task order award, the Contracting Officer shall verify the validity of the Contractor's purchasing system. Thereafter, the Contractor is required to certify to the Contracting Officer no later than (30) days prior to the exercise of any options the validity of their purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the Contractor shall provide the results of the review to the Contracting Officer within two weeks from the date the results are known to the Contractor.

#### **H.8 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS**

If the Contractor acquires hardware/software maintenance support, all licenses and/or contractual rights to receive title shall be turned over to the Government upon completion of the task order.

The Government's liability to reimburse the Contractor for costs incurred from the acquisition of hardware/software maintenance support shall be limited to costs incurred during the period of the order for which the Government received the hardware/software maintenance support acquired by the Contractor on a cost reimbursable, no fee basis.

#### **H.9 CONTRACTOR MANPOWER REPORTING (CMR)**

Contractor Manpower Reporting (CMR) is required via Army Regulation 25-2 to support the Assistant Secretary of the Army, Manpower and Reserve Affairs (ASA-M&RA) initiative to provide improved visibility to the contractor service workforce from contractors supporting the Army.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address;

<https://sam.gov/SAM/> (note: SAM website will be populated with links for information input in mid-October 2020.) The required information includes:



- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identity of contractor employee entering data;
- (5) Estimate direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the Purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sum-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of provision)

## **H.10 OTHER TASK ORDER PROVISIONS**

### **H.10.1 GOVERNMENT FURNISHED RESOURCES-OCNUS**

#### **GOVERNMENT FACILITIES**

The Contractor will have access to Army posts, facilities, and buildings as required to accomplish the contract tasks. Life Support will be provided as referenced in Section I.2.1, 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015). In addition to the Life support provided in JCC-I/A CLAUSE 5152.225-5908 Contractor Personnel will be authorized the use of laundry services and facilities. The Government will provide Contractor personnel with authorization needed to obtain vehicle and personnel passes to gain access to Army posts, facilities, and buildings when such authorization is required for accomplishment of the effort. The Government is not obligated to provide authorization if the Contractor and/or his personnel have not taken the actions needed to meet safety, liability, and security requirements specified in the contract.

#### **GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES**

- a. The government will furnish the contractor with technical manuals, supply catalogs, current forms software, and one package of MC4 software in support of this contract. Prior to any deployment, the government may furnish specific equipment items if available and necessary for that deployment.
- b. The contractor is required to complete an inventory of government-furnished equipment (GFE) not later than 30 calendar days after the start of the contract, within 30 calendar days of the start of any option periods, and not later than 30 calendar days before completion of the task order period. In the event of disagreement between the contractor and the government representative on the working order and condition of equipment, the disagreement shall be treated as a dispute under the contract clause entitled "Disputes."

#### LOGISTIC SUPPORT AND PRIVILEGES IN HOST COUNTRY

- a. United States citizen contractor employees who are authorized entry to the overseas command may be authorized by the discretion of local command policy, the following Logistical Support Services in accordance with DA PAM and AR 715-9:

(1) AAFES Facilities, (2) Armed Forces Recreation Center, (3) Class VI, (4) Credit Union Facilities, (5) Customs Exemption, (6) Legal Assistance (Space A Reimbursable Basis), (7) Medical/Dental Services (Space A Reimbursable Basis), (8) Military Banking Facilities, (9) Military Postal Service, (10) Mortuary Service (IAW AR 632-40), (11) Officer or NCO/EM Clubs (IAW AR 638-40), (12) Rationed Item Ration Card, (13) NATO Status of Forces Agreement Stamp, (14) Transient Billets (Space A), (15) Local Military Transportation, (16) ID Card (GS-12 Equivalent), and (17) Other (Government Mess Remote Sites Only)

#### **H.10.2 GOVERNMENT FURNISHED RESOURCES AND INFORMATION - CONUS**

The Government will provide necessary office equipment, computers, software, and communications equivalent to other personnel assigned to the office supported by contractor personnel.

#### **H.10.3 CONTRACTOR FURNISHED RESOURCES FOR OCONUS DEPLOYMENT (INCLUDING OTHER DIRECT COSTS)**

##### CLOTHING

The contractor shall provide all military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment as specified by the Theater Commander in accordance with Army Regulation (AR) 715-9.

##### EQUIPMENT

The contractor is responsible for providing the necessary materials for performance of services for the duration of the performance period of this contract. Items may include office equipment, computers, software, and communications. The contractor shall be responsible for keeping enough materials on hand for the performance of the task order according to its terms. If additional materials are authorized by the contract, the contractor shall request such

additional materials by providing a written justification specifying cost impacts to the COR at least 30 calendar days before the required delivery date of the materials.

#### LODGING AND VEHICLE LEASES

The contractor is responsible for all lodging and vehicle leases/rentals for performance under this contract. However, prior to finalizing long term lodging or vehicle arrangements, the contractor shall coordinate with the COR as the Army may provide hotel accommodations, apartment leases, and/or vehicle rentals/leases at no cost to the contractor in OCONUS locations. The Government will provide/furnish fuel and petroleum products at no cost to the contractor in the Iraq Theater of Operations.

#### VACCINATIONS

The Army may provide vaccinations at no cost to the contractor. However, any and all vaccinations will be the responsibility of the contractor, both to obtain from the civilian health care provider (at the contractor's cost) or from the Army, and to obtain the vaccinations on time for deployment. Some vaccines required for travel to a certain area may only be obtainable from the Army.

#### TRAINING

- a. The contractor shall provide and maintain a trained and certified workforce capable of meeting the PWS requirements.
- b. The Government may provide "military unique" training required for the position as determined by the MC4 COR. If, during the performance of this contract, the Contracting Officer determines the Contractor is unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the Contractor is required to train Government personnel to support the requirement at no additional cost to the Government. The rights and remedies of the Government under this clause is in addition to any other rights and remedies provided by law or under this contract.
- c. The contractor shall provide new employee training on the full range of MC4 systems.

#### CONUS REPLACEMENT CENTERS (CRC)

The contractor is required to comply with guidance and/or regulations for deployment of personnel to theater and OCONUS locations. Under certain conditions contractors are required to deploy through CRC to receive mandatory training, immunizations, and other mandatory processing. If the contractor employee is over the age of 40, they must have the following medical examinations prior to attending CRC:

- a. Physical examination to include EKG
- b. Lab work
- c. Pap smear (female)

Contractor employees must carry their medical record verifying the information above has been completed within 12 months of CRC processing. If the tests above have not been completed

and verified through medical records/documentation, the contractor employee must visit a CRC local medical facility and bear the cost to have the tests completed. Failure to comply will cause the employee to be deemed “non-deployable” until the proper physical is obtained and documented.

#### MEDICAL

Physical and medical requirements and standards necessary for deployment are defined by the CRC. The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations. The contractor will insure each employee deploys with a 90-day supply of any required personal medications at their own expense.

#### WEAPONS

Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the AO. The Government may choose to issue military-specification personal weapons and ammunition (M9 or M17 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the Contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also, only military issued ammunition may be used in the weapon.

#### LIFE INSURANCE/COMPENSATION

Contractors shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and during travel in a military vehicle. Insurance is available under the Defense Base Act and Longshoreman’s and Harbor Workers Compensation Act administered by the Department of Labor. The Government agrees to reimburse the contractor when in a hazardous duty state or hostile area. The reimbursement rate of pay is only authorized when deployed to a hazardous duty area, defined by the Government through the State department designations as appropriate.

#### PASSPORTS, VISAS, AND CUSTOMS

The contractor is responsible for obtaining all passports, visas, and other documents as necessary to enter and /or exit any area(s) identified by the contracting officer for contractor employees. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate in accordance with State Department guidance.

#### LEGAL ASSISTANCE

The contractor will ensure its personnel deploying to or currently in a theater of operations are furnished the opportunity and assisted with making wills and any necessary powers of attorney

prior to deployment processing and/or deployment. While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with DoD Regulations.

#### MEETINGS/DISCUSSIONS

Performance Evaluation Meeting – The contracting officer may require the task order manager to meet the contracting officer, contract administrator, COR, and other government personnel as deemed necessary. Either the COR or the Contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract file and must be signed by the task order manager and the contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such non-concurrence shall be provided in writing to the contracting officer within 30 calendar days following receipt of the minutes.

#### **H.10.4 SAFEGUARDING PERSONALLY IDENTIFIABLE INFORMATION AND THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with applicable laws and regulations, including data breach reporting and response requirements.

The Contractor shall safeguard Personally Identifiable Information (PII), as defined in DoD directive and regulation, and comply with FAR Clauses 52-224-1 "Privacy Act Notification (April 1984) and 52.224-2 "Privacy Act" (April 1984), which incorporate by reference DoD Directive 5400.11, "Department of Defense Privacy Program;" DoD 5400.11-R, "Department of Defense Privacy Program"; and Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009.

The Contractor shall ensure that all staff including subcontractors and consultants comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and HIPAA. The training requirements are mandated by Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (160404), June 5, 2009; and DoD 6025.18-R, "Department of Defense Health Information Privacy Regulation."

The Contractor shall ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on this Task Order, including subcontractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.dis.mil> or the current program office learning management system in place to deliver training to meet the above requirements. The Contractor shall ensure all employees and subcontractors supply the Certification of Privacy Act and HIPAA training completion and acknowledgement of responsibilities to the Contracting Officer Representative (COR) prior to starting work on the Task Order, and on an annual basis based on the trainee's birth month thereafter.

Contractor and subcontractor personnel are not authorized access to agency information and information systems until they complete the required core training. Contractor and subcontractor personnel not completing refresher training within their birth month or within 15 days after the end of their birth month will lose access to agency information and information systems and networks.

#### **H.10.5 INFORMATION ASSURANCE COMPLIANCE**

The Contractor shall comply with “DoD Directive 8500.01E, Information Assurance”; DoD Instruction 8500.2, “Information Assurance (IA) Implementation”; DoD Directive 5400.11, “Department of Defense Privacy Program;” DoD 5400.11-R, Department of Defense Privacy Program; Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009; DoD 6025.18-R, “Department of Defense Health Information Privacy Regulation;” DoD 8580.02-R, “Department of Defense Health Information Security Regulation;” and DoD 5200.2-R, “Personnel Security Program”, and satisfy the following responsibilities for ensuring personnel security to include, but within the scope of the following:

1. MC4 is a Department of Defense agency that has requirements for control of personnel who access MC4 network resources. Contractor personnel who require access to the MC4 network should possess a current National Agency Check to expedite the access process.
2. All personnel working on this project must be US citizens or permanent US residents. They must satisfactorily complete DoD Form 85P within seven (7) days of placement on this task order.
3. Initiate, maintain, and document minimum personnel security investigations appropriate to the individual’s responsibilities and access to MHS Sensitive Information (SI).
4. The MC4 systems contain sensitive data. Records, data, and information to which the contractor has access may be proprietary in nature. As such, the Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, any data or information stored, transmitted, or otherwise maintained by the Contractor under this contract, including information about MC4 files, processing activities or functions, User Ids, passwords, or other knowledge that may be gained as a result of this contract, to anyone who is not authorized to have such information.
5. The Contractor shall, at all times, act to protect, secure, and safeguard against threats, hazards, or unauthorized disclosure the Government data contained therein.
6. All contractor personnel will be required to sign a non-disclosure agreement upon beginning performance on this contract
7. Immediately report to the appropriate Government representative and notify the TMA Privacy Office within five working days if at any time a contractor employee has privileges revoked to a DoD data system or system data because of security concerns.
8. Immediately deny access to any AIS, network, or MHS SI information to the contractor employee if directed to do so by the appropriate government representative for security reasons.
9. Ensure that all contractor personnel receive information assurance (IA) training before being granted access to DoD AISs/networks, and/or MHS SI information.

#### **H.10.6 INFORMATION SYSTEMS (IS)/NETWORKS PHYSICAL SECURITY**

The Contractor shall:

1. Ensure all contractor personnel receive information assurance (IA) training before being granted access to DoD AISs/networks, and/or MHS SI information. Contractors will employ physical security safeguards for IS/Networks involved in processing or storage of Government data to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms with DoD and Army regulations.
2. Correct any deficiencies identified by the Government of the Contractor's physical security posture. The Contractor shall follow all requirements in the MHS Information Assurance Policy regarding physical security.

#### **H.10.7 SPECIAL REQUIREMENTS FOR PROTECTED HEALTH INFORMATION**

Whenever a contract is awarded that entails the collection, use, or storage of Protected Health Information (PHI), the contractors must notify the TMA Privacy Office when the contract is awarded. The Contractor shall:

1. Continuously protect data from any DoD AIS containing PHI from unauthorized access, use, modification, or disclosure.
2. Comply with DoD regulations listed above under Personnel Security.
3. All previously cited requirements pertaining to HIPAA compliance apply to PHI.

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with applicable laws and regulations, including data breach reporting and response requirements. The Contractor shall safeguard Personally Identifiable Information (PII), as defined in DoD directive and regulation, and comply with FAR Clauses 52-224-1 "Privacy Act Notification (April 1984) and 52.224-2 "Privacy Act" (April 1984), which incorporate by reference DoD Directive 5400.11, "Department of Defense Privacy Program;" DoD 5400.11-R, "Department of Defense Privacy Program"; and Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009.

#### **H.10.8 DATA BREACH RESPONSE AND NOTIFICATION**

DoD 5400.11-R, "DoD Privacy Program" defines a breach of PII as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be affected."

The contractor shall adhere to the reporting and response requirements for PII set forth in Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009; DoD 5400.11-R, and any amendments. The Contractor is also required to comply with the additional notification, reporting, and breach response required when there is a breach of unsecured Protected Health Information (PHI) in accordance with the HITECH Act and implementing regulations at Federal Register, Vol. 74, No. 162, 24 August 2009, Rules and Regulations, page 42767, 45 CFR Parts 160 and 164, Breach Notification for Unsecured Protected Health Information; Interim Final Rule, including any amendments and DoD guidance.

The Contractor/Business Associate shall immediately notify the PEO/MC4 upon discovery that a suspected or actual breach of PII or PHI has occurred. The notification to PEO/MC4 shall include, to the

extent possible, the identification of each individual whose PII or PHI has been or suspected to have been breached. In addition, the Contractor/Business Associate shall provide the PEO/MC4 with any other reasonably available information that must in accordance with applicable regulations be included in required breach reporting and notifications. This information will be provided at the time of the initial notification to the government or promptly thereafter as information reasonably becomes available.

The government shall determine in accordance with applicable regulation and policy whether a breach of PII or PHI has occurred, and whether breach notification to affected individuals is required. If breach notification to affected individuals is required, the government shall determine whether to make the required notification. To the extent that the Contractor is responsible for or contributed to the breach, the Contractor agrees that, notwithstanding any other part of the Task Order or underlying Contract to the contrary, the Contractor is liable to indemnify the government for the costs of notification to affected individuals and reasonably associated costs; and is also liable to indemnify the government for the reasonable costs of containing the breach, and for mitigating, to the extent practicable, harmful effects resulting from the breach, including taking reasonable protective actions to mitigate against potential future harm to affected individuals such as offering identity theft protection to affected individuals.

#### **H.10.8.1 CONTRACTOR RESPONSIBILITIES IN THE EVENT OF A DATA BREACH**

Consistent with the requirements of 38 U.S.C. §5725, a task order may require access to sensitive personal information (SPI) to include Personally Identifiable Information (PII) and Protected Health Information (PHI). If so, the Contractor is liable to PEO/MC4 for damages in the event of a data breach, improper production/distribution/delivery or privacy incident involving any SPI, PII or PHI the Contractor/Subcontractor processes or maintains under this task order.

1. The Contractor/Subcontractor shall provide notice to PEO/MC4 of any suspected or confirmed "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, PEO/MC4 will follow procedures set forth by DoD and Army mandates. PEO/MC4 reserves the right to secure from a non-Department entity or the PEO EIS IAPM an independent risk analysis of the incident to determine the level of risk associated with the incident for the potential misuse, mishandling or loss of control of any sensitive personal information involved in the incident.
2. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for termination.
3. Each risk analysis shall address all relevant information concerning the data breach, including the following:
  - a. Nature of the event (loss, theft, unauthorized access);
  - b. Description of the event, including:
    - i. date of occurrence;
    - ii. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;



- c. Number of individuals affected or potentially affected;
  - d. Names of individuals or groups affected or potentially affected;
  - e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
  - f. Amount of time the data has been out of MC4 control;
  - g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
  - h. Known misuses of data containing sensitive personal information, if any;
  - i. Assessment of the potential harm to the affected individuals;
  - j. Data breach analysis as outlined in OSD memo "Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII)", 05 Jun 2009, as appropriate; and
  - k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
4. Based on the determinations of the independent risk analysis, to the extent that the Contractor is responsible for the incident and/or breach, the Contractor shall be responsible for reimbursing the Government within sixty (60) days from final determination of the incident or breach report resulting from the infraction including:
- a. Costs incurred by the Government to conduct investigations, reporting activities, and mitigation actions;
  - b. Notification of potentially affected individuals to provide them within ninety (90) days from the date they receive notice of entitlement the ability to elect Credit Protection Services (defined below). All individuals determined to be eligible for Credit Protection Services must voluntarily elect to participate. The Credit Protection Services shall provide the following three (3) safe and secure access methods to enroll in the Credit Protection Services: internet, telephone, or completing an enrollment form *via* US mail service. Notification letters shall include instructions for enrollment, a mail-in enrollment form, and an enrollment code. Contractor specific procedures for enrollment must be pre-approved by the MC4/PMO.

Credit Protection Services shall include for one (1) year from the date of each affected individual's enrollment:

- 1. Credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports, as well as alerts to key changes in the enrollee's credit report; and

2. Identity theft protection to prevent fraud before it damages an affected individual's credit, which includes for one (1) year from the date of the data breach the reimbursement of reasonable costs that affected individual's incur, including travel costs, notary fees, postage costs, and legal fees and expenses to repair falsified or damaged credit records, histories, or financial affairs.
3. Establishment and operation of a call center to respond to affected individual's questions regarding procedures for Credit Protection Services. Provide a customer assistance call center that shall be available seven (7) day a week; excluding federal holidays; and accessible by a toll free phone number provided by the Contractor. The call center shall have the capacity to service all affected individuals within a reasonable response time. Customer service shall include enrollment support, fraud resolution services, support with questions related to credit reports and alerts, and other related customer support services.
4. Data breach analysis
5. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution.

#### **H.10.9 DATA USE AGREEMENTS (DUA)**

During the Period of Performance, the Contractor may need to access a DoD AIS containing PHI. In addition, if a new system is being developed that includes PHI, for the purpose of studies, surveys, measuring healthcare outcomes, etc., the Contractor and sponsor must take steps to ensure the additional documentation (i.e. Privacy Act System of Records (SOR) and/or Report Control Symbol (RCS) if this involves surveys) is included with their DUA, before data can be utilized in accordance with the Privacy Act. This includes the collection, maintenance, use, and dissemination of personal information. If access and/or extraction of PHI are required from a DoD AIS for any reason, the contractor must request and receive approval of the DUA prior to accessing, extracting, copying, or storing information to or from any DoD AIS.

#### **H.10.10 ELECTRONIC SECURITY**

Ports Protocols and Services – The Contractor shall follow all current DoD and Defense Information Systems Agency (DISA) standards and requirements for acceptable Ports, Protocols, and Services. Any requests for exception to using the current DISA Ports, Protocols, and Services standards requires a request for exception sent through the Program Manager to the Designated Approval Authority (DAA).

Public Key Infrastructure and Encryption (PKI) – The Contractor shall follow the DoD standards, policies, and procedures related to the use of PKI certificates and biometrics for positive authentication. Where interoperable PKI is required for the exchange of unclassified information between DoD and its Contractors and contractors, industry partners shall obtain all necessary certificates. The Contractor must turn over to the Government all encryption keys for deployed systems, backdoor algorithms, and procedures for their use in remote support. The contractor must provide a written report detailing all of the above, prior to task order expiration, regardless of modifications or extensions.

#### **H.10.11 FOREIGN NATIONAL EMPLOYEES**

- a. In accordance with AR 380-19, Paragraph 2-17(c), foreign nationals will not be employed in positions meeting the definition of ADP I or II, unless specifically approved by officials listed in AR 380-67, Appendix G

- b. For those positions designated as ADP III, Non-Sensitive, and those designated ADP II, for which approval to hire the Foreign National employee has been granted by officials listed in AR 380-67, Appendix G. AR 380-67, Paragraph 3-608 requires pre-employment checks. Before employment, each foreign national must have a favorable National Agency Check or host country equivalent. Should the foreign national be hired prior to the completion of the security check, the employment contract shall state that retention in the position is contingent upon completion of a favorable security screening.

#### **H.10.12 BADGES**

Corporate Identification – Contractor personnel will be required to wear and clearly display an identification badge with their full name and corporate affiliation at all times while performing Government-site duties and while at TDY locations on official business.

Common Access Card (CAC) – Contractor personnel will be required to obtain a CAC. Contractor personnel must obtain a functioning CAC that provides access to the assigned government duty location.

#### **H.10.13 PERSONNEL ITEMS**

The Contractor is considered as 'Emergency Essential Personnel, Department of the Army Civilian' in connection with 'Continuation of Essential DOD Contractor Services during crises.' This language will allow Contractor personnel to receive CAC cards annotated per the Geneva Convention and therefore to move freely between Kuwait, Iraq, and Afghanistan without reapplying for a Visa.

The contractor shall ensure compliance with the provisions set forth below. For purposes of this clause, the Government will designate a Trusted Agent (TA), and the contractor is required to designate a Facility Security Officer (FSO), for this contract. The Government reserves the right to amend or supplement these provisions pursuant to the Changes clause in the contract.

In-processing Requirements. Contractor personnel are prohibited from performing services under this contract absent compliance with the in-processing requirements set forth below. For every contractor employee, the FSO shall provide the following information to the TA for input into the DEERS/RAPIDS System.

- (a) Last Name
- (b) First Name
- (c) Middle Name
- (d) Social Security Number
- (e) Date of Birth
- (f) E-mail Address (may be either the e-mail address of the incoming individual or the FSO).

The DEERS/RAPIDS Systems will send a notice to the e-mail address provided in accordance with the above requirement in which the incoming individual's user ID and password are provided. In the event the e-mail message is sent to the FSO, the FSO shall notify the incoming individual of the user ID and password.

The incoming individual shall log into the DEERS/RAPIDS System, and submit an application for acceptance into the System, using the user ID and password provided. The incoming individual must have an Army Knowledge Online (AKO) account in order to submit the application.

The application will be accepted, returned, or rejected by the TA. Notice as to whether the application has been accepted, returned or rejected will be provided to the individual's e-mail address provided

above, normally within 48 hours after submission. If the application is returned or rejected, the individual shall contact the TA and comply with the TA's guidance to attempt to correct and resolve the issues.

Upon approval of the application, the incoming individual shall receive an e-mail sent to the address above that the CAC application was approved and to proceed to the Verifying Office (VO) with two photo IDs to obtain a Common Access Card (CAC). For CAC issuance, a DD2842 must be completed and taken by the individual with two forms of picture ID. The e-mail will contain a URL to download the form. Acceptable forms of ID are: Driver's License, Social Security Card, Military ID, Contractor Company ID with picture and expiration date, VISA charge card with picture imprinted, and passport.

Individuals working for MC4 shall contact the MC4 PMO Trusted Agent Security Manager (TASM) for processing. The name and location of the MC4 TASM and Verification Official (VO) is:

Ms. Julie Karl  
Medical Communications for Combat Casualty Care  
1545 Porter Street  
Fort Detrick, MD  
Phone: (301) 619-7428  
Email: julie.a.karl.civ@mail.mil

Revalidation Requirements – The TA is required to revalidate all contractor personnel, in the DEERS/RAPIDS System, every 6 months. In the event revalidation is denied, the CAC credentials shall be revoked and the Card will not be useable to login.

- Out-processing Requirements – When a contractor employee's performance under this contract ceases, the contractor or FSO shall provide written notice to the TA. The TA will remove the employee from the DEERS/RAPIDS System. The contractor shall also ensure that the individual's CAC is turned in to the Government in accordance with MC4's out-processing procedures.

#### **H.10.14 INTERACTIONS AND SUPERVISION**

The Contractor shall adequately supervise their personnel. The task/project leader shall discuss and plan workload and job scheduling priorities with the Client Representative. The MC4 will provide technical guidance to the Contractor to meet the mission of the client agency. There will be no direct supervision of the Contractor's employees by the Government. The task/project leader shall ensure contractor personnel perform professionally and provide deliverables in a timely, comprehensive manner. The task/project leader shall also ensure contractor employees are aware of, understand, and abide by client agency established rules, regulations, and practices. All contractor key personnel shall have excellent written and oral skills and be familiar with the DoD Systems Acquisition Processes.

#### **H.10.15 SECTION 508 REQUIREMENT**

Unless the Government invokes an exemption, all EIT products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page

location). The Contractor must ensure that the list is easily accessible by typical users beginning at time of award.

The Contractor must ensure that all EIT products and services proposed that are less than fully compliant, are offered pursuant to extensive market research, which ensures that they are the most compliant products available to satisfy the solicitation's requirements.

If any such EIT product or service proposed is not fully compliant with all of the standards, the Contractor shall specify each specific standard that is not met; provide a detailed description as to how the EIT product or service does not comply with the identified standard(s); and shall also indicate the degree of compliance.

#### **H.10.16 ACCEPTABLE SKILL LEVEL VARIATION IN SEVERABLE LABOR HOUR AND TIME AND MATERIAL ORDERS/CONTRACTS**

The Contractor may exceed the total number of labor hours per awarded skill level per base or option period, to a limit of 15% as long as the total task order obligated dollar amount per that base or option period is not exceeded, and as long as the contractor maintains an acceptable level of performance throughout the required period of performance. The contractor is not authorized to add new skill level categories or vary between levels within the same labor category without approval of the Government, formalized in a signed modification by the Contracting Officer.

#### **H.11 SPECIAL PROVISIONS RELATING TO ASSIGNMENT IN SOUTH KOREA**

- Invited Contractor or Technical Representative Status under U.S. – Republic of Korea (ROK) Status of Forces Agreement (SOFA) [USFK Reg 700-19]
- Continuance of Performance During Any State of Emergency in the Republic of Korea (ROK) [USFK Reg 700-19]
- Army Personnel Recovery Program (APRP) USFK Reg 525-40 and AK Reg 95-33 [see <http://www-hr.korea.army.mil>]

##### **H.11.1 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.

- a. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- b. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- c. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Regulation 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

- d. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- e. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.
- f. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees, and their dependents for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- g. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Regulation 700-19.
- h. Except for contractor air crews flying Military Airlift missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.
- i. Invited contractor and technical representative status may be withdrawn by USFK/FKAQ upon:
  - (1) Completion or termination of the contract
  - (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces
  - (3) Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations
- j. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

(End of Clause)

#### **H.11.2 CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)**

The Government may direct the contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable Service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the U.S. or South Korea, of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

For all EEC personnel, the contractor shall identify those employees having a U.S. military mobilization recall commitment. The contractor shall submit to the Contracting Officer adequate plans for replacing those employees IAW DOD Directives 1200.7 and 1352.1. The contractor is responsible for identifying those Korean Citizen employees having a mobilization or military recall commitment. The contractor shall submit to the Contracting Officer either Republic of Korea approved exemptions for the identified employees or adequate plans for continuing performance of the contract in the U.S. and/or ROK employees' absence. Note that the Republic of Korea is also referred to as South Korea throughout this solicitation.

During time of war, contingency, exercise or crisis, contractor personnel will remain attached to the headquarters, USFK for management purposes in theater. USFK/FKAQ is the responsible office for all Invited Contractors covered by the U.S. – R.O.K. Status of Forces Agreement. The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The contractor will replace employees within 72 hours, or as directed by the contracting officer, at contractor expense, if the employee is to be removed or departs an area of operations without permission.

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93 (Record of Emergency Data Card), and returns the completed form to the contracting officer's representative or designated government official.

The contractor shall report its employees entering and leaving the area of operations IAW theater policies (U.S. Invited Contractors see USFK Reg 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the contractor shall report its employees in the area of operations by name and by location as required by theater policies.

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

This clause does not define the obligations of the Government to provide logistic support to the contractor personnel. Government logistic support to contractor personnel is not contained within the scope of this contract unless otherwise noted. Government obligations to contractors during such circumstances are defined in DODI 3020.37 (Continuation of Essential DOD Contractor Services during Crisis); U.S. Forces Korea Regulations, SOFA provisions, Agency Supplements and Regulations.

The Contracting Officer will discern any additional GFE, GFP or supplies necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer.

(END OF CLAUSE)

The Army's Personnel Recovery Program (APRP) for contractors in ROK is a requirement of this task when the contractor's work (including subcontractor effort) includes or involves travel to ROK. The contractor agrees to abide by the following regulations which are hereby incorporated into the task order: (1) USFK Regulation 525-40 entitled "Personnel Recovery Procedures" and (2) AK Regulation 95-33 entitled "Personnel Recovery (PR) Operations." A copy of both regulations can be accessed at the following website: <http://www-hr.korea.army.mil> under the Programs and Policies link, "Publications/Forms/FOIA/Staff Directories," the "Regulations" tab.

#### **H.11.3 AFGHANISTAN and IRAQ- MC4 TECHNICAL SERVICE TEAM (TST) ROLES AND RESPONSIBILITIES**

- i) The MC4 TST serves as the third line of support after Tiers 1 & 2 have exhausted their resources in troubleshooting system problems. MC4 TST personnel are subject matter experts regarding the maintenance, repair, upgrade, and training of MC4 systems. The MC4 TST provides support 24 hours a day, 7 days a week for emergencies and throughout the standard workday for routine problems. MC4 TST personnel facilitate the autonomy of MTFs in the operation, maintenance, repair, and replacement of their MC4 systems. The MC4 TST will assist the MTF with training personnel on both the technical administration of MC4 systems and user level functionality (i.e. the use of AHLTA-T, TC2, etc.).
- ii) A representative from the MC4 TST will travel to each Medical Treatment Facility (MTF) in the AO as frequently as possible. These visits are designed to address any technical or training needs a ULA or medical personnel may have. Scheduled visits are difficult to maintain for a number of limiting factors. The MC4 TST will contact the facility to schedule routine site visits. Priorities will be Level III, II, and I, followed by severity of the issue.
- iii) Sustainment Support- - Delivers professional, timely, and courteous sustainment System Administration services that are effective with respect to technical competence in maintenance,



trouble shooting, and customer support for MC4 system end users. Leased vehicles will be utilized when available on larger bases where MC4 personnel are based and when on site to meet mission and contract requirements as listed below.

- Provides timely response to user network problems with MC4 systems
- Provides timely resolution or escalation of problem commensurate with environmental conditions
- Provides courteous, professional, technically competent service.

The mean time to make first contact after trouble report is within the following schedule:

- Emergency Requirements - 30 minutes
- Urgent Requirements - 90 minutes
- Routine Requirements - 120 minutes

Respond to trouble reports/calls within the following schedule:

- Emergency Requirements - 60 minutes
- Urgent Requirements - 120 minutes
- Routine Requirements - 240 minutes
- 

The meantime to resolve or escalate the problem is within the following schedule 50% of the time:

- Emergency Requirements - 4 hours
- Urgent Requirements 8 hours
- Routine Requirements - 16 hours

## **H.12 SPECIAL PROVISIONS RELATING TO ASSIGNMENT IN GERMANY**

### **H.12.1 AUTHORIZATION TO PERFORM SERVICES IN GERMANY**

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any Subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees possess such documents or authorizations. Contractor employees who: (1) are not nationals of Germany or other European Union countries, and (2) are not members of the force, the civilian component or their dependents, and (3) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this task order, the Contractor affirms that it has complied with the requirements above. Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this task order for default.

### **H.12.2 ADDITIONAL GUIDANCE FOR PERFORMANCE IN GERMANY**

Certain Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty verification teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The Contractor shall provide access to such structures and containers at the request of the Government and

as soon as circumstances permit. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

### **H.12.3 GENERAL THEATER REQUIREMENTS**

All DoD and DoD-sponsored personnel, including DoD-sponsored Contractors, will ensure personnel entrance requirements for country, theater, and/or special area clearance are met IAW Department of Defense Foreign Clearance Guide (DoD 4500.54-G)(FCG)<[www.fcg.pentagon.mil](http://www.fcg.pentagon.mil)> or classified supplement <[www.fcg.pentagon.smil.mil](http://www.fcg.pentagon.smil.mil)>. DoD-sponsored Contractors shall provide all required personnel data to the QAE

The Contractor shall ensure all deployed personnel are medically qualified to deploy and perform in austere environments where medical services are at a minimum. The Contractor shall provide approved deployment physical examination results for all personnel. The inability to comply with this requirement is grounds for dismissal.

### **H.12.4 TECHNICAL EXPERT STATUS ACCREDITATION (TESA) and INDIVIDUAL LOGISTICAL SUPPORT**

The Contractor shall comply with DOD Contractor Personnel Office (DOCPER) TESA requirements. DOCPER information and resources can be obtained at <https://www.eur.army.mil/contractor/>. Upon successful TESA application approval, the contract employee will receive Individual Logistic Support (ILS). The current ILS privileges can be obtained at: <https://media.defense.gov/2018/Dec/19/2002074303/-1/-1/0/AER600-700.PDF>.

The Contractor shall submit TESA/TR applications using the DOCPER Contractor Online Processing System (DCOPS). The Contractor shall name an individual located in Germany who is designated in DCOPS as the party responsible for managing and administering the TESA/TR process. The Contractor's designated representative shall work with the COR to complete Phase I and II approvals and shall ensure continued compliance with TESA/TR requirements throughout performance.

At the Kick-Off Meeting, the Contractor shall submit documentation necessary for TESA/TR Phase I Contract Approval to the COR, including but not limited to:

- A copy of all subcontractor agreements;
- All applicable TESA job descriptions;
- First and last name of Contractor's designated TESA/TR representative located in Germany with email address, phone number, fax number, address, city, country, postal code, etc.

Upon receiving Phase I approval, the Contractor shall submit completed, TESA/TR Phase II Individual Applicant documentation to the COR through DCOPS, including but not limited to applications, resumes, employee employment contracts, and supporting documentation. After review and approval the COR will submit TESA/TR documents through DOCPER for approval and routing to applicable authorities. The Contractor shall assist the COR in complying with AE Reg 715-9(4)(d) by:

- Ensuring TESA/TR application packages are accurate and complete and that applicants meet approved job requirements;

- Providing timely notification to the COR when staffing changes and employee terminations occur which in turn will allow the COR to inform DOCPER and IMCOM-E of such terminations
- Facilitating Turn-in of contractor Common Access Cards (CACs) and identification (ID) cards to local ID-card facilities after terminations.

In accordance with RFP Attachment 6 - Logistical Support Annex", Individual Logistical Support will only be provided to TESA/TR approved employees.

#### **H.12.5 TRAINING AND PERMITS**

The Contractor shall comply with all training, certifications, authorizations, approvals, or permit requirements or business licenses, work permits, authorizations, or visas for working in a foreign country. These requirements differ for each foreign country and will be determined by the host nation and/or local command policies.

The Contractor shall provide all training requirements at no direct cost to the Government.

Contractor personnel must agree as a "condition of employment" to obtain the appropriate baseline certification upon contract award. Contract employees shall maintain IA certification(s) appropriate to the individual's position in accordance with the guidance and procedures defined in DOD 8570.01-M. The IAM/IAT certification level required by the individual contractors shall be shown in the Contractor's Staffing Matrix.

IAW DoD 8570.01/8140, Contractor personnel shall have an appropriate Computing Environment (CE) certification for the operating system(s) and/or security related tools/devices on which they will spend the majority of their time. The COR, in coordination with the QAE, will determine the appropriateness of the certifications which the contractor shall include the CE certification column in the Project Staffing Plan Template. Industry credentials will change based on technology and Government changes. It is the contractor's responsibility to meet the 8570/8140 Certification requirements at their own expense. The contractor shall collectively meet the desired CE Certification/Industry Credentials requirements for this task order.

#### **H.12.6 CONTINUITY OF OPERATIONS PLAN**

In the event of a natural or manmade disaster (or any other emergency situation) resulting in the closure of MC4 Product Manager's Office (PMO), the contractor shall provide temporary non-exclusive workspace for up to 15 designated government employees and 15 contractor or subcontractor PMO personnel at a company facility near Fort Detrick, MD. Contractors/subcontractors may be provided workspace at other company facilities. Availability of the workspace for government employee use is contingent upon the contractor facility being open and fully functional during the emergency.

The contractor shall:

- a) Ensure sufficient electrical power is available to support up to 36 Government Furnished (GFE) laptop computers in simultaneous use.
- b) Provide spare GFE computers and GFE peripherals to government personnel as required subject to availability

- c) Provide a minimum of two (2) Non-Secure Internet Protocol (IP) Router Network access points for the Fort Detrick NIPR domain. This number can be increased as needed provided the appropriate Fort Detrick Network Enterprise Center (NEC) personnel are available to assist in establishing connection points.
- d) Provide open internet access (wired and/or wireless) for up to 36 GFE computers.
- e) Ensure telephones are available to government personnel, to include a Defense Switched Network (DSN) line.
- f) Allow government personnel use of facility conference rooms and general office automation tools such as GFE copiers and overhead projectors.
- g) Allow designated government personnel unescorted privileges within the contractor facility during normal working hours (0800 to 1700, Monday through Friday).
- h) Provide designated government personnel with temporary internal and external door access badges to allow entry/exit and free movement within the facility during normal working hours when contractor employees are present.
- i) Create and maintain a MC4 approved Continuity Of Operations Plan (COOP) with data loss not to exceed 10 business days.

#### **H.12.7 OPERATIONAL SECURITY (OPSEC)**

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan shall include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor shall ensure this individual becomes OPSEC Level II certified per AR 530-1

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. The contract shall be in compliance with DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed outside the United States. MC4 Regional Operational Managers may request the contractor designate a site lead to facilitate coordination across regions.

(End of Section H)

## SECTION I - TASK ORDER CLAUSES

In accordance with Section I of the Contractor's Basic GSA Alliant II Contract, all applicable and required clauses and provisions set forth in FAR 52.301, Master Contract Section I.2, and Master Contract Section J – Attachment J-1 DoD Required Provisions and Clauses – automatically flow down to this task order.

### I.1 FAR 52.252-2 CLAUSES INCORPORATE BY REFERENCE (FEB 1998)

This Task Order incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the GSA Contracting Officer will make their full text available. The full text of a clause is also available electronically at the FAR website as follows:

<https://www.acquisition.gov/far>

<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	(JAN 2017)
52.204-2	Security Requirements	(AUG 1996)
52.204-9	Personal Identity Verification Of Contractor Personnel	(JAN 2011)
52.204-21	Basic Safeguarding Of Covered Contractor Information Systems	(JUN 2016)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(JUL 2018)
52.204-24	Representation Regarding Certain Telecommunications And Video Surveillance Services Or Equipment	(AUG 2020)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or Felony Conviction under any Federal Law	(FEB 2016)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	(JUN 2020)
52.217.5	Evaluation Of Options	(JUL 1990)
52.222-25	Affirmative Action Compliance	(APR 1984)
52.222-26	Equal Opportunity	(SEPT 2016)
52.222-50	Combating Trafficking in Persons	(JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	(AUG 2013)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.227-01	Authorization And Consent	(DEC 2007)

52.227-02	Notice And Assistance Regarding Patent And Copyright Infringement	(DEC 2007)
52.227-03	Patent Indemnity	(APR 1984)
52.227-14	Rights In Data-General	(MAY 2014)
52.227-16	Additional Data Requirements	(JUN 1987)
52.227-17	Rights in Data-Special Works	(DEC 2007)
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS	(May 2014)
52.228-4	WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	(APR 1984)
52.232-2	Payments under Fixed-Price Research and Development Contracts	(APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	(AUG 2012)
52.232-18	Availability of Funds	(APR 1984)
52.232-19	Availability Of Funds For Next Fiscal Year	(APR 1984)
52.232-22	Limitation of Funds	(APR 1984)
52.232-39	Unenforceability Of Unauthorized Obligations	(JUN 2013)
52.237-3	Continuity Of Services	(JAN 1991)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JUN 2020)
52.245-1	Government Property	(JAN 2017)
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE	(AUG 1996)
52.246-4	INSPECTION OF SERVICES-FIXED PRICE	(AUG 1996)
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	(APR 1984)
52.246-6	INSPECTION OF SERVICES-TIME AND MATERIALS AND LABOR HOUR	(MAY 2001)
52.246-8	Inspection of Research and Development-Cost-Reimbursement	(MAY 2001)
52.246-25	Limitation of Liability-Services	(FEB 1997)

52.248-1	Value Engineering	(JUN 2020)
52.251-1	Government Supply Sources	(APR 2012)

### **I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception



at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but

the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

**FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)**

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

## I.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at Defense Pricing and Contracting website:

[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)

<u>DFAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.204-7004	Antiterrorism Awareness Training for Contractors	(FEB 2019)
252.204-7007	Alternate A, Annual Representations And Certifications	(APR 2020)
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	(OCT 2016)
252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	(NOV 2020)
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	(NOV 2020)
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States	(JUN 2016)
252.225-7993	Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0001)	(NOV 2019)
252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	(FEB 2014)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(FEB 2014)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JAN 2011)
252.227-7017	Identification And Assertion Of Use, Release, Or Disclosure Restrictions	(JAN 2011)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -COMPUTER SOFTWARE	(SEP 2016)
252.227-7028	Technical Data Or Computer Software Previously Delivered To The Government	(JUN 1995)
252.229-7014	Taxes – Foreign Contracts in Afghanistan	(DEC 2015)
252.203-7005	Representation Relating To Compensation Of Former DoD Officials	(NOV 2011)
252.209-	Disclosure Of Ownership Or Control By A Foreign Government	(JUN 2010)

7002		
252.209-7006	Limitations On Contracting Acting As Lead System Integrator	(JAN 2008)
252.209-7008	Notice Of Prohibition Relating To Organizational Conflict Of Interest – Major Defense Acquisition Program	(DEC 2010)
252.215-7008	Only One Offer	(JUL 2019)
252.216-7002	Alternate A, Time-And-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition With Adequate Price Competition`	(FEB 2007)
252.217-7002	Offering Property For Exchange	(JUN 2012)
252.225-7003	Report Of Intended Performance Outside The United States And Canada—Submission With Offer	(OCT 2015)
252.225-7020	Trade Agreements Certificate-Basic	(NOV 2014)
252.225-7031	Secondary Arab Boycott Of Israel	(JUN 2005)
252.225-7035	Buy America Act- Free Trade Agreements – Balance Of Payment Program Certificate –Basic	(NOV 2014)
252.227-7017	Identification And Assertion Of Use, Release, Or Disclosure Restrictions	(JAN 2011)
252.227-7028	Technical Data Or Computer Software Previously Delivered To The Government	(JUN 1995)
252.228-7003	CAPTURE AND DETENTION	(DEC 1991)
252.232-7007	Limitation of Government’s Obligation	(April 2014)
252.234-7001	Notice Of Earned Value Management System	(APR 2008)
252.246-7001	Warranty of Data	(DEC 1991)
252.246-7004	Safety of Facilities, Infrastructure and Equipment for Military Operations	(OCT 2010)
252.246-7005	Notice Of Warranty Tracking Of Serialized Items	(MAR 2016)

#### **I.2.1 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED IN FULL TEXT**

##### **252.239-7000: PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)**

a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of-

- (1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or
  - (2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.
- (b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.
- (c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests-
- (1) At the installation site or contractor's facility; and
  - (2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.
- (d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.
- (1) The correction or replacement shall be at no cost to the Government.
  - (2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.
  - (3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of Clause)

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

- (a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—
- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
  - (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

**252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE US (JUN 2015)**

Anti-Terrorism, Awareness & Training Requirements:

All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 90 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is

not assigned, within 90 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website:  
<https://atlevel1.dtic.mil/at>.

US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

(End of Clause)

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)**

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

*(d) Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or



(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the

training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

through—  
(A) Basic training is required for all CAAF. The basic training will be provided

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed

by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.<sup>1</sup>

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

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<sup>1</sup> Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

**(ii) To register in SPOT:**

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

**(h) Contractor personnel.**

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

**(i) Military clothing and protective equipment.**

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor

personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or

host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(END OF CLAUSE)

**252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.



(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged

Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

## **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)**

(a) *Definitions.* As used in this clause—

“Contract financing payment” means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

“Electronic form” means any automated system that transmits information electronically from the initiating system to affected systems

“Invoice payment” means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Government-wide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

**Note: The Government recognizes the subject clause may deviate from 'Section G2 Invoice Submission', however, the Contractor is required to follow the invoicing requirements under the Section G2 Invoice Submission.**

**252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2020-00001) (NOV 2019)**

(a) In addition to any other existing examination of records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of Clause)

**Army Federal Acquisition Regulation (AFARS)**

**5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)(JUN 2015)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

**5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)**

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at:

<http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have predeployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual rescreening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be

evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

#### **5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **LOCATIONS PROVIDED AT AWARD**. When contractor employees are in transit all checked blocks are considered authorized.

##### U.S. Citizens

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> APO/MPO/DPO/ Postal Service  | <input checked="" type="checkbox"/> DFACs****                | <input checked="" type="checkbox"/> Mil Issue Equipment          |
| <input type="checkbox"/> Authorized Weapon*****                  | <input checked="" type="checkbox"/> Excess Baggage           | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <input checked="" type="checkbox"/> Billeting***                 | <input checked="" type="checkbox"/> Fuel Authorized          | <input checked="" type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                                   | <input checked="" type="checkbox"/> Govt Furnished Meals**** |  |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking         | <input checked="" type="checkbox"/> Transportation               |
| <input type="checkbox"/> Installation Access Badge               | <input checked="" type="checkbox"/> Military Exchange        | <input type="checkbox"/> Military Clothing                       |
|  | <input type="checkbox"/> None                                |  |
| <input checked="" type="checkbox"/> Laundry                      | <input checked="" type="checkbox"/> Local Access Badge       |  |
| <input checked="" type="checkbox"/> Resuscitative Care           |  |  |

##### Third-Country National (TCN) Employees

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****         | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage    | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized   | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Transportation    | <input type="checkbox"/> Govt Furnished Meals****     |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking  | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> None                         |
| <input type="checkbox"/> Military Exchange            | <input type="checkbox"/> Laundry           |   |

##### Local National (LN) Employees

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****         | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage    | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized   | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Transportation    | <input type="checkbox"/> Govt Furnished Meals****     |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking  | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> None                         |
| <input type="checkbox"/> Military Exchange            | <input type="checkbox"/> Laundry           |   |

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

**SPECIAL NOTE – US Embassy Afghanistan Life Support:** The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

**SPECIAL NOTE ON MILAIR** – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair).

(End of Clause)

#### **5152.225-5910 HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications,



and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self-discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: <https://www.wbdg.org/ffc/dod/unified-facilities-criteriaufc>

NFPA70: <https://www.nfpa.org/Codes-and-Standards/AllCodes-and-standards/List-of-Codes-and-Standards>

NESC: <https://standards.ieee.org/products-services/nesc/index.html>

(End of Clause)

#### **5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

[https://www.ustranscom.mil/dtr/part-ii/dtr\\_part\\_ii\\_toc.pdf](https://www.ustranscom.mil/dtr/part-ii/dtr_part_ii_toc.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: [https://www.ustranscom.mil/dtr/part-iv/dtr\\_part\\_iv\\_toc.pdf](https://www.ustranscom.mil/dtr/part-iv/dtr_part_iv_toc.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [https://www.ustranscom.mil/dtr/part-v/dtr\\_part\\_v\\_toc.pdf](https://www.ustranscom.mil/dtr/part-v/dtr_part_v_toc.pdf)

(c) **Responsibilities of the vendor carrier representative, shipping expeditor, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expeditor, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) **Required Customs Documents**: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA

duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

**5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (JUN 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

E-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**5152.225-5915 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)**

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent force protection (FP) authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

(b) The prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible – and remain eligible during the entire period of contract performance to include any warrant period – for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the "Vendors Login" module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

(1) The offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the contracting officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal. After award, the prime contractor must submit a negative response to the contracting officer at the beginning of each performance period.

(2) Failure to be approved in JCCS – and thereby be eligible for installation access at the Prime and subcontractor levels – or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply), may render the offerors/contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access will be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(d) Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

(End of Clause)

**5152.247-5900 VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

(END OF SECTION I)

## SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

NOTE: Section J of the Contractor’s Basic Contract is applicable to this Task Order and is hereby incorporated by reference. In addition, the following applies:

The information provided in Section J is for reference purposes. The reference documents are not intended to change the TO and any conflict therein should be resolved by referring to and relying upon the TO. Because the reference materials may be outdated or contain information that has not been recently verified for accuracy, the Government does not warrant the accuracy of the information for purposes of this TO, and reserves the right to incorporate updated versions of any and all attachments at any time, and from time to time at its sole discretion. Updated versions of attachments shall be incorporated at no additional cost to the Government.

### J.1 LIST OF RFP APPENDICES

Attachments furnished with the Task Order are “For Official Use Only”

Description	For Reference Purposes Only
Appendix A-Fielded Hardware List	X
Appendix B-Fielded Software List	X
Appendix C-PEO EIS Software Code Quality Policy Document	X
Appendix D-MC4 Property Book PMO Hardware List	X
Appendix E-Network Topology Diagram	X
Appendix F-Certificate of Non Disclosure	
Appendix G- Personnel Security Program_Army_380_67	X

### J.2 LIST OF RFP ATTACHMENTS

Description
Attachment 1 - Key Personnel Qualification Matrix
Attachment 2 - Staffing Template
Attachment 3 - Pricing Template
Attachment 4 - Logistical Support Annex
Attachment 5 - Organizational Conflict Of Interest (OCI) Certification

(END OF SECTION J)